

EO 2615
Entered

STUDENT'S "AUXILIUM"

TO THE

Institutes of Justinian,

BEING A COMPLETE SYNOPSIS THEREOF IN THE
FORM OF QUESTION AND ANSWER.

BY

ALFRED HENRY RUEGG,

OF THE MIDDLE TEMPLE, BARRISTER-AT-LAW.

LONDON :

STEVENS & SONS, 119, CHANCERY LANE,

Law Publishers and Booksellers.

1879.

P R E F A C E.

THE questions which compose this small work were originally collected for the assistance of my pupils.

Having been requested to publish them, I desire that my object in so doing may not be misunderstood.

The book is intended neither as a cram-book, nor to serve as a substitute for the study of the Institutes themselves; and if used for either of these purposes, will inevitably and righteously disappoint the expectation of the user.

To the student who adopts the plan of self-preparation for the Civil Law Examination, I venture to think these questions may be useful, as helping him to bring back to a condition of order and intelligence that perplexed and chaotic state of mind, to which even the student who has zealously read his Justinian, so often finds himself reduced.

A. H. R.

3, ESSEX COURT, TEMPLE.

March, 1879.

BOOK I.

SUMMARY.

IN this book Justinian after defining Justice and Jurisprudence, and after stating the maxims of law to be these:—To live honestly.—To hurt no one.—To give to every one his due,—proceeds to an examination of private law, of which alone the Institutes treat. Private law is then stated to have a threefold origin, and to be composed of the Law of Nature, the Law of Nations, and the Civil Law. Speaking of the particular Civil Law of Rome, Justinian states that the whole thereof relates either to persons, to things, or to actions, and from this title (Title 3), to the end of the book, the law relating to persons is alone treated of. In Titles 4 and 5, the difference between persons born free (*Ingenui*), and persons who having been slaves were made free by manumission (*Libertini*), is noticed, and this is followed by an account of the restrictions imposed upon manumission by the *Lex Ælia Sentia* and *Fusia Caninia*. Title 8 states that some persons are *sui juris* (of independent will), some *alieni juris* (subject to the power of others), and in Title 10 the *patria potestas* is first noticed. This is stated to arise through marriage, legitimation, or adoption, and naturally leads to an examination of the Roman forms of marriage,

justæ nuptiæ, legitimation, the various kinds of adoption with its incidents and restrictions. The dissolution of the *patria potestas*, which includes the history of emancipation, is treated of in Title 12. In Title 13 the disqualification of those under the authority of Tutors is introduced, and in this and the following titles, Justinian, (breaking off only in Title 16 to speak of the various kinds of *Capitis Deminutio*, or lessening of civil *status*) discusses what persons may appoint tutors; who are eligible for the office; legitimate tutors, viz., the *agnati*, parents, and patrons; the fiduciary tutelage of the fictitious purchaser, and of brothers; and of tutors appointed by the *Lex Atilia* and *Junia et Plautia* for such as had no testamentary or legitimate tutors.

The authority and duties of a tutor and the modes in which his office may be determined occupy the next two titles. Title 23 deals with Curators, and Title 24 with the security to be given by both Tutors and Curators, and shows that this obligation chiefly attaches to Tutors, who were the *agnati* of their pupils, and to those Tutors and Curators appointed without inquiry, by inferior magistrates, under the *Lex Atilia* and *Junia et Plautia*.

The reasons which are regarded by law as sufficient to excuse Tutors and Curators from accepting the duties of the office, and the actions which may be brought against those who, having accepted the duties, do not faithfully and diligently perform the same, occupy the last titles, and bring Book No. 1 to an end.

THE STUDENT'S "AUXILIUM"

TO THE

INSTITUTES OF JUSTINIAN.

1. *What were the component parts of the municipal w of Rome?*

It was composed of—

1st. **Public Law**, *i.e.*, the law relating to and regulating religious worship, and the laws relating to and regulating civil procedure.

2nd. **Private Law**, consisting of (a) the law of nature (*Jus naturale*), which may be described as the inward conviction of rights and obligations implanted by nature in man and beast alike. (b) The law of nations (*Jus gentium*), or the law which was believed to prevail amongst such civilised States as were known to the Romans. (c) The civil law (*Jus civile*), or the particular law of Rome composed of *leges*, *plebiscita*, *jus honorarium*, *senatus-consulta*, Imperial constitutions, *responsa prudentium*, and custom (*see* Ques. No. 10).

2. *Give a short account of Justinian's legislation.*

Two years after Justinian's accession, viz., in A.D.

529, was published, by his authority, "**The First Code**," founded on the code of the Emperor Theodosius, A.D. 438, and the codes of the jurists Gregorianus and Hermogenianus, A.D. 306 and 365.

In the year 533 was published "**The Digest**," or *Pandects*, in fifty books, compiled by Tribonian and others from the writings of the ancient jurists. The same year was published "**The Institutes**," compiled by Tribonian, Theophilus, and Dorotheus, chiefly from the *Institutes* of Gaius, intended as an elementary exposition of the law for the use of students. In the year 534 was published the "**Second Code**," which is the code now extant, and which was really but the code of the year 529, supplemented by "the fifty decisions" upon doubtful points of law decided by Justinian.

Laws upon particular subjects were afterwards promulgated until the year 564, and were called "*Novels*."

The whole of Justinian's legislation thus consisted of "**The Digest**," "**The Code**," "**The Institutes**," and "**The Novels**."

3. *What were the schools of the Proculians and the Sabinians?*

The schools of the Proculians and the Sabinians took their names from two learned jurists, Labeo and Capito.

Labeo hesitated not to introduce innovations into the existing law, if justice and equity so demanded. Capito professed to be guided by the letter of the law as it actually existed, and would introduce no innovations therein. The adherents of Labeo were called "*Proculians*," from Proculus, a follower of Labeo; and

those of Capito, "Sabinians," from Sabinus, a follower of Capito.

These two schools of thought may now not improperly be described respectively as representing the liberal and conservative opinions of Roman jurisprudence.

4. *Give a brief description of early Roman society, and trace the fundamental changes therein.*

Roman society in early times was composed of two classes—the patricians and the plebeians.

The patricians alone possessed legislative or executive power, and each patrician was a member of a "*gens*" or tribe which possessed distinct religious rites and ceremonies.

The plebeians possessed no public rights and belonged to no "*gens*," neither could they hold any public office. The position of the plebeians was improved in the following ways:—

- 1st. **The creation of Tribunes**, magistrates appointed about A.U.C. 260, to defend plebeian interests.
- 2nd. **The Lex Valeria**, A.U.C. 304, giving plebeians the right of appeal to the *Comitia Centuriata* against every sentence of capital punishment.
- 3rd. **The Lex Canuleia**, A.U.C. 309, giving plebeians the right to marry among the patricians.
- 4th. **The Lex Publilia**, A.U.C. 414, declaring that the laws of the *comitia tributa* called *plebiscita* should have legal force.
- 5th. **The Lex Hortensia**, A.U.C. 467, establishing the validity of *plebiscita* and giving full privileges of citizenship to plebeians, thus practically removing all distinction between the two classes.

5. *What was the Jus Sacrum?*

Certain religious services and ceremonies which were in early times only open to the patricians. Each *gens* was under the protection of its own particular tutelary deity, and had its own sacred law in which none but its own members could participate.

6. *Describe and give the history of the various Roman assemblies entrusted with legislative power.*

The first assembly exercising legislative power was

- (a) **The Comitia Curiata**, composed of the heads of the patrician *gentes*. Laws were introduced to this *Comitia* by a small body presided over by the King and called the Senate, but the ordinances of the Senate had not themselves the force of law until the beginning of the Christian era, from which time however the Senate absorbed the whole law-making power.
- (b) **The Comitia Centuriata**, which included plebeians and patricians arranged according to their wealth, and which presently usurped the whole legislative functions of the *Comitia Curiata*.
- (c) **The Comitia Tributa**, a legislative assembly composed of members elected by the people in which assembly the votes of all the members were of equal efficacy and effect; notwithstanding any difference in their wealth. The laws of this *Comitia* called *plebiscita* were made binding upon the whole people by the *Lex Hortensia*, A.U.C. 467.
- (d) **The King** is supposed in early times to have published laws for the regulation of religious services (*leges regiæ*).

7. *Trace historically the position and duties of those to whom the executive power was entrusted.*

The **King** was the first and sole judge both in civil and criminal cases, but the *Comitia Curiata*—afterwards *Centuriata*—exercised appellate jurisdiction in criminal cases.

In the early times of the empire **Senators** were appointed to act as judges, and continued so to act until the year A.U.C. 632, when the *Lex Sempronia* took this power from them and gave it to the Knights. It was afterwards shared by the two classes.

During the fifth century of Rome was appointed a magistrate called "**Prætor Urbanus**," who may be said to have had legislative as well as executive power. His chief duty was to ascertain the facts in issue between the parties and then to send a concise statement of such facts (*formula*) to a judge to be tried. The *Prætor Urbanus* sometimes also gave actions to such as strictly had no legal right.

In the year A.U.C. 507 was appointed the "**Prætor Peregrinus**," whose duty was to decide disputes between foreigners, not according to the strict civil law of Rome, but in accordance with the *Jus gentium*.

There were also the "**Recuperatores**," judges who sat three or more together to decide urgent matters in dispute between *peregrini*, and lastly

The **Centumviri**, one hundred men taken from different tribes, who decided cases of *status*—disputes as to Roman property—and testamentary and intestate succession.

8. *Who were the Decemvirs? For what object were*

they appointed, and how long did they retain their authority?

The Decemvirs were a body of ten men, five of whom were patricians, and five plebeians, to whom during their existence the whole magisterial power was entrusted.

They were appointed A.U.C. 303 for the purpose of reducing to form and publishing for the benefit of all the citizens, but especially for the benefit of the plebeians, the customary law of the land. They only retained authority during two years, being dissolved A.U.C. 305.

9. Give shortly the substance of the legislation of the Decemvirs.

The Decemvirs published (A.U.C. 304) ten tables of law, to which two other tables were afterwards added, and the name "Twelve Tables" given to the whole.

Table 1. Civil procedure before magistrates.

- „ 2. Wager actions.
- „ 3. The forms to be gone through by a creditor before the debtor became his absolute property, which if the debt was not paid he eventually did.
- „ 4. Patria potestas and emancipation.
- „ 5. Testaments and intestate succession and tutorships.
- „ 6. Mancipation and usucaption.
- „ 7. Width of roads, and overhanging trees, &c.
- „ 8. Crimes.
- „ 9. All laws were to be binding upon every class.
- 10. Forbidding gorgeous and expensive funerals.

Table 11. Forbidding the marriage of plebeians with patricians.

„ 12. Miscellaneous (see Intro. to Sandar's Justinian, p. 12).

10. *What were the components of the Jus Civile?*

The *Jus Civile*, or particular law of Rome, was composed of—

- (a) **Leges**—laws passed by the *Comitia Curiata*, or *Centuriata*, upon the recommendation of the Senate.
- (b) **Plebiscita**—laws of the *Comitia Tributa* binding on all the people after the *Lex Hortensia*, A.U.C. 467.
- (c) **Senatus Consulta**—decrees of the Senate; not at first of legal force, but made binding as laws about the time of the early Emperors.
- (d) **Imperial Constitutions**—announcements of the good pleasure or the opinions of the Emperors, consisted of “*Edicta*,” magisterial promulgations of law; “*Mandata*,” orders given to his officers; “*Decreta*,” judicial decisions; “*Rescripta*,” answers to such as requested his opinion upon doubtful questions of law.
- (e) **Jus Honorarium**—annual edicts issued by the prætors containing the principles of law to which during their year of office they would conform. After some time the prætors became accustomed to adopt the edicts of their predecessors, and thus one code of law came into use by the prætors and was called “*Edictum perpetuum*.”
- (f) **Responsa Prudentium**—the opinions of jurists of

eminence; first made legally binding on the judge by Hadrian, but only in cases where the opinions expressed by all were unanimous.

The Emperor Theodosius II. constituted the works of the jurists Gaius, Papinian, Ulpian. Paulus, and Modestinus a source of law.

(g) **Custom.**

11. *Who were Latini? By what laws were they affected, and what was their position at various times of the Empire?*

Latini were the inhabitants of certain towns in Italy upon which had been conferred the *Jus Latinum*, and who in consequence occupied an intermediate position between the citizen and the *peregrinus* (stranger). They had usually the power of trading with Roman citizens (*commercium*), but not the right of marrying amongst them (*connubium*), nor the power of exercising the franchise, or of holding offices of honour.

The **Lex Junia** and the **Lex Plautia**, A.U.C. 663—4, abolished *Latini* by giving full rights of citizenship to the whole of Italy.

(There were also *Latini Juniani*—slaves imperfectly manumitted and who by express provision of the *Lex Junia Norbana*, A.D. 19, did not become citizens, but only *Latini*. *Latini Juniani* could become citizens by marrying a Roman wife and having a son who attained the age of one year, by military or naval services, by building a bake-shop, and in other ways).

Justinian made every emancipated slave a Roman citizen, no matter in what way the manumission had been effected.

12. Give succinctly the meaning ascribed by the Romans to the word "*persona*."

Whoever or whatever was capable of possessing rights and being liable to obligations was called in Roman law a "*persona*." Slaves as they could possess no rights were not "*personæ*." A "*persona*" need not have physical existence, thus the State, the *fiscus* or treasury, corporations, and certain ecclesiastical bodies, were, as being capable of exercising rights, all regarded as "*personæ*."

13. Give a description of the mode of transfer of property by (a) *Mancipatio*, (b) *In jure Cessio*. When did these forms become obsolete?

Formerly *mancipatio* and *in jure cessio* were the only forms used to effect the transfer of property.

(a) **Mancipatio** was effected in the presence of five witnesses, and of a person holding a pair of scales (*libripens*). The purchaser then claimed the thing *ex jure Quiritium*, and after striking the scales with a piece of copper, tendered the copper as payment.

(The term very often employed for this species of contract was "*nexum*.")

This form could be used for the transfer of all kinds of property, but Italian estates and any servitudes over such estates in the country, slaves, and four-footed tamed animals, could only be transferred by *mancipatio*.

(b) **In jure Cessio** was really an undefended action at law. The transferor and transferee of the property appeared before a magistrate, and the transferee laying hold of the thing to be trans-

ferred claimed it as his by Quiritary (Roman) title (*ex jure Quiritium*). The magistrate then asked the surrenderor if he had any counter-claim, and he making no reply, the property was declared to be in the transferee.

The forms of *mancipatio*, and *cessio in jure*, were both abolished by Justinian.

14. *What was the Patria Potestas? How did it arise, and how was it dissolved?*

The *patria potestas* was a distinctive feature in Roman law. It indicates the power at first almost unlimited but afterwards much modified which the father of a "*familia*" (*paterfamilias*) exercised over those who composed it. The *familia* included not only the wife and children of the *paterfamilias*, but his grandchildren, great-grandchildren, and all his descendants; also arrogated and in early times adopted children.

Patria potestas might arise—

1st. **By marriage.**

In order that marriage should give rise to *patria potestas*, the *nuptiæ* must be *justæ* (see Ques. No. 23).

2nd. **By legitimation.**

Illegitimate children could be made legitimate by being enrolled in the *Curia*, by subsequent marriage of their parents, by Imperial rescript.

3rd. **By Adoption.** (See Ques. No. 16.)

Dissolved—

1st. **By death of Parent.**—But a grandson whose father was living passed into his power at the death of the grandfather.

2nd. **By any Capitis Deminutio** of the father or son.

3rd. **By the Son attaining high honours** in the State.

4th. **By emancipation** (see next Ques.); and in the case of a daughter, by her marriage, *i.e.*, if she passed *in manum viri*, which she did if the *nuptiæ* were *justæ*.

15. *Give an historical account of the various ways in which emancipation was effected.*

The twelve tables declared that if a father sold his son three times the son should be free. These imaginary sales were the form generally used up to the time of Justinian, although for some centuries before this a son could be emancipated by Imperial rescript. The form of emancipation was for the father to sell his son to a fictitious purchaser, who each time re-sold him to the father. The father then manumitted the son himself and thus became his patron, and if the son had not attained puberty, his tutor also. In the time of Justinian emancipation was effected by the father signifying a wish to emancipate his son before a magistrate.

A daughter could always be emancipated by one sale.

16. *What do you know of the law relating to adoption, and of the alteration made therein by Justinian?*

Adoption was formerly effected by the natural father selling the child by "*Mancipatio*" to the adoptive father and then yielding him up to him by process of "*In jure Cessio*."

The natural father thus lost his *potestas* and all

other rights over his child and these rights passed in their entirety to the adoptive father.

Tempore Justiniani adoption was effected by the execution of a deed before a magistrate, but at this time its results were very different.

Justinian enacted that unless the adoptive father was an ascendant relative, the adopted child should lose none of his rights upon his natural father; the adoptive father should have no *patria potestas*, nor any rights to or over the child's property. Virtually the only right gained on either side by adoption in the time of Justinian was the right of the child to succeed his adoptive father in an intestate succession.

Such an adoption was called "*Adoptio minus plena*."

17. *What was the Dominica Potestas? How did it arise, and how was it dissolved?*

"**Dominica Potestas**" signified the power possessed by a master over his slaves—

It might arise

- (a) *By birth*.—The children of a female slave were themselves slaves.
- (b) *By capture*.—The Romans accounted all prisoners of war as slaves.
- (c) *In consequence of crime*.—Persons convicted of crimes of a serious nature were reduced to a state of slavery and called "*servi pœnæ*."
- (d) *By the Senatus Consultum Claudianum*, which declared that if a free woman had illicit intercourse with a slave she should be given over with all her goods to the slave's master. (Abolished by Justinian.)
- (e) *In consequence of ingratitude*.—A manumitted

slave might be again reduced to slavery for gross misbehaviour towards his patron (his manumittor).

It was dissolved

- (a) *By manumission*, which could be effected in many ways, as *Censu*, *Vindicta*, *testamento* (see next Ques.), in the presence of the Church, in the presence of friends, or by letter from the master to the slave declaring him a free man.

18. *What do you understand by legitimate manumission, and what was its distinctive effect?*

Before Justinian's reign legitimate manumission was effected—

- (a) **Censu.**—A master voluntarily enrolling his slave as a freeman, at the time of the census of freemen being taken.
- (b) **Vindicta.**—A ceremony replete with formalities which took the form of a fictitious suit (*causa liberalis*), and in which a person called *Assertor libertatis* claimed the slave from his master by touching him with a wand (*hasta*). The master as signifying his assent turned the slave round, and the magistrate declared him free.

- (c) **Testamento.**—By will.

Formerly it was only by legitimate manumission that a slave could become a Roman citizen. Justinian declared that every slave who had been emancipated, no matter what the form, should at once become a Roman citizen.

19. Give, with dates and chief provisions, the laws affecting the manumission of slaves.

The **Lex Ælia Sentia**, A.D. 4, declared that manumissions in fraud of creditors should be void; save that a master, although insolvent, could manumit one slave if he wished him to be his heir. No one under twenty years could manumit, except by *Vindicta*, and for reasons to be approved by the Council, and no one under the age of thirty could be manumitted without the like requisites being complied with.

(Justinian in the Institutes alters this and allows a master who had entered upon his eighteenth year to manumit by testament, and later on by the 119th Novel allowed a master to manumit at the age of sixteen years.)

The **Lex Junia Norbana**, A.D. 19, placed all slaves whose manumission had been defective in the same position as *Latini*, i.e., they had the *commercium*, but not generally the *connubium* or the *suffragium et honores*.

The **Lex Fusia Caninia**, A.D. 8, restricted the number of slaves that could be manumitted by testament. In no case could the number exceed 100.

20. Give the history of the acquisition of the right to possess property by those in (a) *Patria*, (b) *Dominica potestas*.

(a) Theoretically neither slaves nor *fili-familiarum* could possess property. In early times a father sometimes allowed his son to have a certain amount of property under his own control called in those times "*peculium*," and in later times "*peculium profectitium*," but such property was

always regarded by law as belonging to the father.

Towards the end of the Republic was instituted, probably by Julius Cæsar, the **Castrense peculium**—property given to a son on setting out for battle, or gained by him in arms. Over this *peculium* the son had absolute proprietary rights.

At a later time was introduced the “**quasi castrense peculium**,” which in analogy to the *castrense peculium* was property acquired by those who held high civil offices in the State.

The Emperor Constantine introduced the “**peculium adventitium**,” which consisted of property coming to the *filius-familias* from his mother, and later on was made to include property from any source save from the father. The father had the usufruct of this *peculium adventitium*.

- (b) A slave, not being a *persona*, could never possess a legal title to any property, but by the indulgence of his master he was often allowed to have a *peculium*, with which he sometimes purchased his liberty.

21. Give the history of the acquisition of the right to dispose of property, *inter vivos*, and by testament by those in *potestate*.

Filii-familiarum could from the time of its institution dispose absolutely *inter vivos* or by testament of their **peculium castrense**. They could dispose of the **quasi castrense** absolutely *inter vivos*, but not, until the reign of Justinian, by testament.

In the **peculium adventitium** the father possessed a life estate (*usufruct*). The son could not therefore dispose of this *inter vivos*, but by testament he could dispose of it. (A father who emancipated his son was formerly allowed to retain one-third part of the *peculium adventitium*, Justinian altered this by giving him the *usufruct* of one-half.)

Of the **peculium profectitium** the son had no power to dispose *inter vivos* or by testament.

Slaves, as they never could have legal ownership, it follows, had no power to dispose of property in any way whatever.

22. Describe the forms of marriage called (a) "*Confarreatio*," (b) "*Coemptio*," (c) "*Usus*."

(a) **Confarreatio** was a ceremonious marriage, open to those only to whom the *Jus Sacrum* was open. Ten witnesses were present, and before them, with certain formalities, the contracting parties broke and ate a cake of spelt. Certain sacerdotal offices were only open to those whose parents had been married by confarreation.

(b) **Coemptio**.—A fictitious form of sale by mancipation, generally used by plebeians, in which the wife was sold by her father to the husband.

(c) **Usus**.—A husband and wife living together for a year without the wife absenting herself as many as three nights during that period.

The distinctive effect of each of the above forms of marriage was that the wife passed *in manum viri* (into the power of her husband). Marriages where the wife passed *in manum viri* were unusual in the time of Gaius, and quite obsolete in the time of Justinian.

23. *What do you understand by *Justæ nuptiæ*? What was requisite to constitute it?*

Justæ nuptiæ signified amongst the Romans forms of marriage in which such legal requisites were complied with, as were necessary, in order that the father should possess *potestas* over the children, the issue of the marriage.

The requisites of *Justæ nuptiæ* were—

1st. **Consent of the parties themselves.**

2nd. **The parties must have attained the age of puberty**—*i.e.*, the man must be fourteen and the woman twelve years of age.

3rd. **The parties must have the connubium, *i.e.*, must not be within prohibited relationship (see next Ques.) nor restricted by law from intermarriage, and if *in potestate* must have obtained consent of those in whose power they were.**

24. *Give an account of the chief restrictions imposed upon marriage.*

Marriage between ascendants and descendants was absolutely forbidden, although the relationship between them had arisen through adoption only, and had been dissolved.

Collateral relations in the second, and generally in the third degree, were forbidden to marry. Collaterals in the fourth degree (as cousins) were allowed to marry. Marriage between parents and their step-children was forbidden. Marriage with deceased wife's sister is not noticed in the Institutes. Marriage with slaves was forbidden.

Marriage between patricians and plebeians first allowed by the *Lex Canuleia*, A.D. 9, and between

Ingenui and *Libertini* by the *Lex Papia Poppæa* B.C. 13 and A.D. 9.

Marriage of a guardian with his ward was forbidden unless she was twenty-six years of age, or was given to him by her father. A governor of a province could not marry a native of the province, nor a Jew a Christian. Until the *Lex Julia et Plautia*, 663—4 a *Latinus* could not legally marry a Citizen.

25. Define (a) *Stuprum*, (b) *Concubinage*, (c) *Contubernium*. In what ways could illegitimate children become legitimatised?

(a) **Stuprum** was the term employed by the Romans to denote the illicit union of a man and woman whom the law would not permit to contract a legal marriage.

(b) **Concubinage** was the permanent cohabitation of a man and woman to whose lawful marriage no impediment existed.

(c) **Contubernium** was the term used to express the union of slaves, which, under no circumstances, was regarded as marriage at all.

Natural children, the offspring of concubinage, could be made legitimate in three ways—

1st. By rescript of the emperor.

2nd. By subsequent marriage of the parents.

3rd. By enrolment in the *Curia*, by which the children became liable to perform the onerous duties of provincial magistrates.

26. What meaning did the Romans give to the word “*Caput*?” Describe “*Capitis Deminutio*.”

The word “*Caput*” was used by the Romans almost

as synonymous with *Status*. A person to have a perfect "*Caput*" or *Status* must have liberty—citizenship—and family rights.

Capitis Deminutio, or lessening of the *Status*, was of three kinds—

- (a) **Capitis Deminutio Maxima.** Loss of liberty, including also the loss of citizenship and of family rights. (A person who had been taken captive, and afterwards regained his freedom, was restored to his former *status* by "*Jus post liminii*.")
- (b) **Capitis Deminutio Media.** Loss of citizenship, involving also loss of family rights. (Banishment unaccompanied by imprisonment, or transportation to a penal settlement, involved loss of citizenship; but a person merely forbidden to leave a certain spot (*relegatus*) did not suffer *Capitis Deminutio*.)
- (c) **Capitis Deminutio Minima.** Change or loss of family rights, as by Arrogation—adoption—emancipation—becoming *sui juris*, and, in the case of a woman marrying *in manu*.

27. *Distinguish historically between Agnati, Gentiles and Cognati.*

All those persons and their descendants who were, or had been under the power of the same *paterfamilias*, were regarded as related by Agnation, and were called *Agnati* to each other. Agnation is said to be relation through males, and continued notwithstanding the death of the *paterfamilias*. Agnation could, of course be dissolved by *Capitis Deminutio* of any kind.

Next in degree after the *Agnati* the patrician had the members of his own *gens*, or those connected with him by being, as it were, members of the same tribe, and using the same religious rites.

Cognition was relationship by blood, and all those who, not being *Agnati*, were thus related, were *Cognati* to one another.

Anciently the *Gentiles* occupied to a patrician a nearer relationship than did the *Cognates*, and succeeded him in an intestate succession to their exclusion; but in later times relationship by blood gained its proper place, and the *Cognati* took rank immediately after the *Agnati*.

28. Distinguish between (a) *Ingenui* and (b) *Libertini*. (c) If an *Ingenuus* should be taken captive, or be reduced to a state of slavery, and afterwards attain freedom a second time, what would be his status in either event respectively.

- (a) *Ingenui* are such persons as are born free, whether their parents are freemen or freedmen, or if the mother is free and the father a slave.
- (b) *Libertini* are persons that by manumission have been set free from lawful slavery.
- (c) His position would be that of an *Ingenuus*; for the fact of the temporary reduction into slavery would not be allowed to affect his original *Status*.

29. How many kinds of freedmen were there? and what was their respective condition at various times of the empire?

During the Republic all freedmen were Roman

citizens, but the *Lex Ælia Sentia*, A.D. 4, and *Junia Norbana*, A.D. 19, established two other classes of inferior position—*Latini Juniani* and *Dediticii*.

Latini Juniani were those whose manumission was imperfectly effected, the requirements of the *Lex Ælia Sentia* not having been attended to. They had the *Commercium* but not the *Connubium*, nor the *suffragium et honores*, but could easily become Roman citizens with full rights. (See Ans. to post Ques. No. 11.)

Dediticii were slaves who had, before their manumission, been guilty of great crimes. They could never become citizens. (*Dediticii* were originally enemies conquered in war.)

Thus freedmen might be either **Citizens**, **Latini Juniani**, or **Dediticii**.

Justinian abolished all these differences, and made every emancipated slave a Roman citizen, retaining however the *jus patronatus*, or the rights of the patron over his *libertus* (freedman).

30. *State some of the ways, and the laws by which, during the reigns of the Emperors, the condition of slaves was improved.*

During the Republic the power of a master over his own slaves appears to have been unlimited, although a law, the **Lex Cornelia de Sicariis**, B.C. 82, made the killing the slave of another punishable as homicide.

(This law may be regarded more as a law for the protection of property than of life.)

The **Emperor Antonius Pius** first ameliorated the condition of slaves by subjecting any one who killed his own slave to the penalties of the *Lex Cornelia*.

The **Lex Petronia**, A.D. 61, forbade masters to expose their slaves to gladiatorial contests.

The **Emperor Hadrian** abolished the private prison (*ergastula*) which masters kept for the purpose of imprisoning their slaves.

The **Emperor Constantine**, who was followed as this by Justinian, only allowed a master to inflict moderate corporal punishment upon his slaves.

31. *Explain the terms "Infanti proximus," "Pubertati Proximus," "Perfecta Ætas."*

A child under the age of seven years was spoken of as **Infanti Proximus**, and could do no legal act by his own authority. Between the age of seven and fourteen years the child was called **Pubertati Proximus**, and during these years he could, without the "*Auctoritas*" of his tutor, perform such legal acts as were for his own benefit: that is, his contracts were not void, but voidable at his discretion, although the party who contracted with him was bound by the contract. (Exception—No person under puberty could, without his tutor's authority, enter upon an inheritance.)

When a person attained the age of twenty-five years he was said to have arrived at the **Perfecta Ætas**, the age when he was esteemed fully competent to manage his own affairs. A Curator was no longer necessary.

32. *State the distinction between Adoption and Arrogation, and the ways in which they were both effected.*

Adoption and **arrogation** are often classed together under the one term adoption. Strictly, adoption was

the receiving into a family, children, who thus left the *potestas* of one *paterfamilias* and became subject to the *potestas* of another. **Arrogation** was when a person *sui juris*, i.e., not subject to any *potestas*, voluntarily entered the family of another and subjected himself to the *potestas* of the *paterfamilias*.

Adoption was formerly effected by *mancipatio*, three several sales to destroy the old *patria potestas*, and then a *Cessio in jure* (See Ques. No. 13) to the new *paterfamilias*.

Arrogation partook of a public character, and was made in early times before the *Curia*, the Council of the *Gentes*, and then before *lictors*, magistrates representing the *Curia*.

Justinian declared that adoption of those *alieni juris* should be effected by executing a deed to that effect before a magistrate, and that Arrogation should be accomplished by a rescript of the Emperor.

33. (a) *What persons were allowed to adopt?* (b) *Could a child under the age of puberty be arrogated?*

(a) Generally, all persons *sui juris* who were older by eighteen years than the person to be adopted, and not physically incapable of ever having natural children could adopt. Women, save by special indulgence of the Emperor, could not adopt.

(b) Yes, by Imperial rescript, but always after inquiry as to the advisability of the arrogation, and subject to the following restrictions:—

1st. If the arrogated child died before puberty, the arrogator had to give up his property to his natural heirs.

2nd. If the arrogated son was emancipated before puberty, or disinherited without good reason, he got back his own property, and also one fourth of the property of the arrogator, called *Quarta Antonina*.

3rd. If the arrogated son was emancipated before puberty for good reasons, he received back all his own property.

4th. If the arrogated son on attaining puberty wished to rescind the arrogation he could do so.

34. *How many kinds of Tutelage were there, and what were they called?*

There were four kinds of tutelage, viz:—

1st. Testamentary, appointed by will of the *paterfamilias*.

2nd. Legitimate. *See next Ques.*

3rd. Fiduciary. *See next Ques.*

4th. Legal, *i.e.*, when tutors were appointed by the magistrates under the *Lex Atilia* and *Julia et Titia*.

35. *Describe (a) legitimate and (b) fiduciary tutelage.*

(a) **Legitimate tutors** were those upon whom, in the case of no testamentary tutor being appointed, the tutorship devolved by law. They were—

1st. The **Agnati**, who were nearest in degree to the pupil, but in the time of the later Emperors a mother or even grandmother could become legitimate tutor.

(By 118th Novel, Justinian enacted that in case of

there being no testamentary tutor, the nearest in blood should become the legitimate tutor.)

2nd. **Patrons**, who by the Twelve Tables were made the legitimate tutors of the slaves they had manumitted.

3rd. **Parents**, who in imitation of the tutelage of patrons, became the legitimate tutors of such of the children or grandchildren as being in their power were emancipated by them under the age of puberty.

(b) Fiduciary tutors were of two kinds—

1st. If, in the old form of sale by mancipation (*See post*, Ques. No. 13), the fictitious purchaser should after the third sale himself emancipate the son, instead of re-selling him for that purpose to his father, he would thus become his patron and his tutor, but in such a case was called "Fiduciary tutor."

2nd. If a parent should emancipate a son, and then die before the child arrived at the age of puberty, leaving other sons who became *sui juris* at his death, such other sons succeeding to the rights of their father would thus become tutors to their own brother, but in such case were also called Fiduciary tutors, *i.e.*, bound by a trust.

36. *State what persons holding fiduciary positions were liable to give security, and the chief rules relating thereto.*

Tutors and curators, all of whom were held to occupy fiduciary positions towards those pupils and adolescents

whose interests they were appointed to protect, were generally bound to give security. Testamentary tutors, and tutors and curators appointed by the higher magistrates after inquiry under the *Lex Atilia* and *Julia et Titia*, were exempted. Fathers and patrons were generally excused, but other legitimate tutors, as the *Agnati*, were not. Tutors and curators appointed by the inferior magistrates always gave security.

37. *What were the chief duties of (a) Tutors (b) Curators? To what persons were they given, and in what ways could they be appointed?*

(a) The chief duty of tutors was to supply by their "*Auctoritas*" the capacity to perform legal acts, which their pupils through their tender age were not permitted by law to do for themselves. Tutors also had to protect the persons and property of their pupils.

(b) Curators were appointed to manage the property and protect the pecuniary interests only of adolescents, or of those who, for sundry reasons, had not capacity to transact business.

Tutors were given to children under the age of puberty (*i.e.*, fourteen years for males, and twelve years for females) and in early times to women. Curators to such as had attained the age of puberty, but were under twenty-five years of age, to women, to madmen, to prodigals.

Tutors could be appointed—

(a) **By testament.**

(b) **By the Twelve Tables**, which in the absence of testamentary tutors appointed as such the

nearest *Agnati*. The *Agnati* were thus called legitimate tutors.

- (c) **By the Lex Atilia and Julia et Titia.**—In case of there being no testamentary or legitimate tutor, the magistrates could appoint a tutor by these laws, both at Rome and in the provinces, and a tutor so appointed was called "*Tutor Dativus*."

Curators could be appointed by the same magistrates who appointed tutors, but an adolescent (person under twenty-five years of age) could not be compelled to accept a curator against his will.

38. *In what cases could Tutors and Curators when appointed refuse to act?*

Tutors and Curators could refuse to accept office on any of the following grounds:—

- (a) Under the *Lex Papia Poppæa*, having a certain number of children living, viz., three at Rome, four in Italy, five in the provinces. Children killed in military service were allowed to be reckoned, but adopted children could not be reckoned.
- (b) Being a magistrate, a soldier, or a member of a learned profession.
- (c) Being in the State service.
- (d) Being a creditor or debtor of the pupil, or having been his father's bitter enemy.
- (e) Being in extreme poverty, in ill-health, illiterate, or over seventy years of age.
- (f) Having previously held three similar offices.

39. *To whom could a paterfamilias give Tutors by his will? Could he give a Tutor to an emancipated son?*

To all such children as, being under his power at the time of his death, became by his death *sui juris*.

Strictly a father was not allowed to give a tutor to an emancipated child, but if in his will he named a person for such office, the prætor would confirm the selection without inquiry as to the fitness of the person selected to fill the office.

40. *Give some account of the various actions that could be brought by and against Tutors and Curators.*

At the termination of the office of tutor, the pupil could bring the "**Actio directa tutelæ**" to make the tutor account for the property which during the continuance of the tutorship he had received on the pupil's account. The tutor himself could bring the "**Actio contraria tutelæ**" to obtain re-payment of necessary expenses undertaken and indemnification for losses incurred.

There were similar actions by and against curators, the "**Actio Negotiorum gestorum directa**" brought by the adolescent, and the "**Actio negotiorum gestorum contraria**" brought by the curator.

The **Actio Suspecti Cognitio**, which was of a *quasi* public nature, was an action brought for the removal of the tutor or curator from office.

Any one actuated by feelings of affection towards a pupil could institute this action against his tutor, although the pupil himself could not. Adolescents could, with the advice of their friends, bring this action

against their curators. It is doubtful whether this action could be brought against tutors who were also the patrons of their pupils, at all events their reputation was not allowed to be injured thereby, *i.e.*, they could not be found guilty of *infamia*.

B O O K I I.

SUMMARY.

THE whole of this book is occupied by explanations concerning the chief divisions of things (*res*), and the various ways in which things capable of being acquired, are acquired.

In Title 1 is discussed the classes of things which cannot be taken possession of, and acquired, by private individuals (*res extra-patrimonium*), and also the three modes—known as natural modes—of acquisition, *Occupatio*, *Accessio* and *Traditio*.

Title 2 treats of property which being intangible and consisting only in a right is called “Incorporeal.” The next three titles are occupied with an explanation of the chief kind of Incorporeal property, noticed by Justinian, viz., “*Servitudes*.”

These are treated of in order—first, *Prædial Servitudes*, both rural and urban, and then the personal servitudes *Usufruct*, *Usus* and *Habitatio*.

Title 6 describes Usucaption—a mode of acquisition introduced by the Civil law—which was in reality acquisition by means of quiet enjoyment.

The last method of acquiring particular things—

viz., by gift, is introduced in the next title. Gifts (*Donationes*) are either—*mortis causa*, made in expectation of death—*inter vivos* made between living persons; or, *ante nuptias* made in consideration of marriage.

Persons who although owners of property cannot alienate it, and persons who, although not owners, have yet the power of alienation are noticed in Title 8.

Title 9 discusses certain classes of persons who acquire, not for themselves but for others, and Title 10 introduces the subject of the Testament, which is the first way mentioned in the Institutes by which an aggregate of things (*universitas*) can be acquired.

The subject of testaments or matters nearly related thereto is continued to Title 20. These titles include—the history and formation of the testament in force in Justinian's time—military testaments and their many privileges—the institution and disinheriting of children, natural, posthumous, or adopted—the causes which invalidate testaments—the institution of the heir—the mode of calculation of the parts of an inheritance—the substitution, either common, pupillary or *quasi*-pupillary, of heirs—the three different kinds of heirs—and lastly a description of the *Actio De inofficioso testamento*, an action which could be brought by near relations of the testator, to set aside the testament, on the ground that they had been entirely omitted therein.

In Title 20 the subject of legacies is historically treated of, and this includes an examination of those persons, who, either by express law, or otherwise, are forbidden to accept legacies; and also a capitulation of those things which the law prohibits being given as legacies.

The *Lex Falcidia*—the law passed for the benefit of the heir—is next treated of, and is followed by an account of the mode in which both inheritances, and single things, may be acquired by *fideicommissa*, and by an explanation concerning the *Senatus-Consulta Trebellianum* and *Pegasianum*.

A brief account of Codicils, their history and uses, closes the book.

BOOK II.

41. *What is the main division of things (res) noticed in the Institutes?*

Things (*res*) are either—

In Patrimonium—able to be acquired; or—

Extra Patrimonium—not able to be acquired.

All things are “*in patrimonium*” save such things as are “*extra patrimonium*.”

Things *Extra Patrimonium* are—

- (a) **Res Communes**—as the air, the sea, and the sea-shores.
- (b) **Res Publicæ**—as the rivers of a state, and the shores adjacent to its territory, and under its control.
- (c) **Res Universitatis**—things belonging to public bodies, as to corporations.
- (d) **Res Nullius**—as *Res sacræ*—things dedicated to the Superior Gods, *Res religiosæ*—things invested with a religious character such as graveyards, *Res sanctæ*—things invested with inviolable character as the gates or walls of a city.

42. *State shortly particulars of the Incorporeal property mentioned in the Institutes and the divisions of the same?*

Incorporeal property consists in a right to or over a

thing. As opposed to Corporeal, Incorporeal things are such as are not tangible.

Justinian notices—

(a) **An Inheritance.**

(b) **An Obligation.**

(c) **Servitudes**—which are either personal or prædial.

Personal Servitudes are fragmentary rights over property, the *Dominium*, or absolute ownership of which property belongs to another.

Prædial Servitudes are fragmentary rights possessed over one immoveable thing, in virtue of the possession of another immoveable thing.

Prædial Servitudes are called "*Rural*" when relating to the soil itself, and "*Urban*" when relating to buildings erected upon the soil.

43. Give a list of the *Personal* and *Prædial Servitudes*.

Personal Servitudes.

(a) **Usufruct.**

(b) **Usus.**

(c) **Habitatio.**

"*Usufruct*" was the right of using and taking the fruits of a thing, the ownership of which belonged to another. "*Usus*" was the right to the use only of a thing, the ownership of which belonged to another, and unlike the case of a *Usufruct*, this right could not be alienated. "*Habitatio*" was the right of using a dwelling-house. It was of more value than the Servitude "*Usus*," as the right to let the house to others, and to take the profit thus arising

pertained of right to the owner of the Servitude "*Habitatio*."

Rural Prædial Servitudes.

- (a) **Iter.**
- (b) **Actus.**
- (c) **Via.**
- (d) **Aquæductus.**

"*Iter*" was the personal right of going over the land of another. "*Actus*" was the right of driving vehicles, or beasts, over the land of another. "*Via*" involved the other two rights, and included in addition the right of using the land in any way whatever. "*Aquæductus*" was the right of drawing water across the land of another.

Urban Prædial Servitudes.

- (a) **Oneris ferendi.**
- (b) **Tigni immittendi.**
- (c) **Stillicidii recipiendi vel non recipiendi.**
- (d) **Altius non tollendi vel altius tollendi.**
- (e) **Ne luminibus et ne prospectui officiatur.**

"*Oneris ferendi*" was a right given to a man to use his neighbour's edifice or wall as a support for his own. "*Tigni immittendi*" was the right given to a man to plant a beam in or upon his neighbour's wall. "*Stillicidii recipiendi*" was the right a man had to let his rain water (*stillicidium*) fall upon his neighbour's house or premises, but if the owner of such a servitude released the *res serviens* from its obligation to receive the rain water, then the owner of the *res serviens* was said to have acquired the servitude "*Stillicidii non recipiendi*." "*Altius non tollendi*" was the right a man had to oblige his neighbour not to raise his house above a certain height, but in the same way as with

the servitude "*Stillicidium*"—if he voluntarily deprived himself of this right, his neighbour acquired an adverse right and became possessed of the servitude "*Altius tollendi*." The servitude "*Ne luminibus et ne prospectui officiatur*" was the right given to a man to oblige his neighbours not to interfere with, or obstruct his light, or his prospect.

44. *In what way were Prædial Servitudes created? In what way were they extinguished?*

Rural Prædial Servitudes when they related to land in Italy (*solum Italicum*) were reckoned amongst those things that were *Res Mancipi*, and could only be constituted by "*Mancipatio*."

Urban Prædial Servitudes could be constituted by process of *in jure Cessio*.

In the time of Justinian Prædial servitudes were created—

1st. **By pacts and stipulations followed by quasi-iladitio**, i.e. the parties entered into an agreement (*pactum*) to constitute the Servitude, and then the owner of the thing over which the Servitude was constituted (*res serviens*) bound himself, by a stipulation, with a penalty to allow the right to be freely exercised.

2nd. **By testament.**

3rd. **By Adjudicatione**—as when a judge awarded a servitude to one of the parties to the action. *familiæ erciscundæ*, or *communi dividundo*.

4th. **By reservation** of the Servitude to himself by the owner when making a *traditio* of the rest of the property.

5th. **By Prætorian Edict.**—The usucaption of servitudes was expressly forbidden by the *Lex Scribonia*, A.U.C. 720, but a long *bonâ fide* possession thereof was protected by the prætor. A servitude also which had been lost could be regained by the former owner by two years' usucaption.

They were extinguished—

1st. **By Process of In jure Cessio**—which after having been long obsolete was abolished by Justinian.

2nd. **By Consolidatio**—*i.e.* the ownership of the *res dominans* and the *res serviens* vesting in the same person.

3rd. **By Non-usage**—formerly for two years, but in the time of Justinian for ten years, if the parties during that time resided in the same province, otherwise for twenty years.

4th. **By destruction of the thing itself**—*i.e.* either the destruction of the *res dominans*, the immoveable in virtue of which the right was possessed, or the *res serviens*, the immoveable subject to the right.

45. *How was the Personal Servitude Usufruct created? How was it extinguished?*

It was created in the same ways as Prædial servitudes, viz.:—**By pacts and stipulations with quasi traditio, by testament, by adjudication, by reservation of the servitude, and by prætorian Interdict** (see last Ques.). Also in one other manner, viz. :

“**Lege**,” by express law, as where by Justinian's enactment the father got the *usufruct* of

half the *peculium adventitium* of his son upon his son's emancipation.

Extinguished—

1st. **By process of In jure Cessio** (abolished).

2nd. **By Consolidatio**, *i.e.* by the ownership of the dominium and the usufruct vesting in the same person.

3rd. **By non-user** (see last Ques.).

4th. **By not using the usufruct according to the terms agreed on.**

5th. **By the death, or Capitis Deminutio maxima or media of the usufructuary** (the owner of the usufruct).

The other personal servitudes "**Usus and Habitatio**" arose and were extinguished in the same way as *usufruct*; but the servitude **Habitatio** was not extinguished by mere non-user, nor by any *Capitis Deminutio* suffered by its owner.

46. *Explain the meaning of Jus Emphyteuticarium, Jus Superficiarium, and Jus Pignoris.*

The **Jus Emphyteuticarium**, and the **Jus Superficiarium**, were rights *in rem*, very much akin to personal servitudes.

Emphyteusis was the right of enjoying, and disposing of, the use and fruits of the lands, or buildings of another, for a long period of time, in consideration of a yearly rent (*pensio*).

The *duty* of the **Emphyteuta** — the person possessing the **Jus Emphyteuticarium**—was, to use the property in such a way that its value was not reduced, and also to pay the rent.

Superficies was a right almost identical with *Emphyteusis*, but was applicable only to things built on the land of another, whilst *Emphyteusis* related to the land itself.

The duties of the **Superficiarius**—the person possessing the **Jus Superficiarium**—were the same as those of the *Emphyteuta*.

The **Jus pignoris** expressed the rights given to a creditor over the property which had been pledged to him.

These rights were—

- 1st. The right of selling, or pledging, the thing pledged to him, and satisfying his own claim out of the proceeds thus obtained.
- 2nd. Of having himself declared owner, if the property was unsaleable.
- 3rd. Of bringing a real action.—*Actio quasi Serviana*—against any one wrongfully detaining the property from him.

Justinian enacted that the creditor should give two years' notice of his intention to sell, and after two years had expired, allowed him to be declared the owner of the property.

47. *State all the ways mentioned in the Institutes by which particular things (res singulæ) could be acquired.*

There are eight ways noticed—the first three being ways of acquiring by natural law (*jure naturali*) the others by the civil law (*jure civili*).

- (a) **Occupatio.**
- (b) **Accessio.**
- (c) **Traditio.**
- (d) **Gift.**

- (e) **Usucaption**
- (f) **Prescription.**
- (g) **Adjudicatione.**
- (h) **Lege**

Occupatio was acquisition by seizing upon and taking into possession a *Res nullius* capable of being acquired.

Accessio was acquisition by the increase, either natural or artificial, of something already one's own property (see next Ques.).

Traditio was acquisition by delivery, *i.e.* by the actual handing over of the property to be transferred by the transferror to the transferee (see Ques. No. 49).

Gift was also acquisition by delivery, but always implied as well that there was a particular motive for the transfer (see Ques. No. 50). Justinian enacted that a person who had agreed to give could be forced to make a *traditio*.

Usucaption and Prescription. Both modes of acquisition by length of time (see Ques. 54).

Adjudicatione. Acquisition by judicial authority, as when a judge in the action *Familiæ erciscundæ*, or *communi dividundo*, adjudged particular property to particular individuals.

Lege. When by express law a person acquired property, as the father the usufruct of his son's *peculium*.

48. Give some description of Acquisition by "*Accessio*."

Accessio was of two chief kinds—

1st. **Accessio by natural increment—**

The owner of property gains the natural in-

crease in the following cases :—The young of his animals.—Alluvial soil carried to his soil.—A large quantity of soil carried away by a river, and borne against his soil, and there remaining until the roots of any trees thereon take root in his soil.

2nd. **Accessio in favour of one of two joint owners**—the governing rule being, that the accessory thing acceded to and became the property of the owner of the principal thing.

In a case of materials belonging to two persons becoming mixed, either by design or accident, and a new article being thus created ; if the compound article was capable of being again divided and reduced to its components, the owner of each part still remained owner ; if this was impossible, the person who mixed the materials, and thus created a *nova species*, was considered by law as the owner thereof.

“Everything on the soil accedes thereto,” so if one builds with his own materials on the soil of another, the building becomes the property of the owner of the soil ; but if this happened through a *bonâ fide* mistake on the part of the owner of the materials, he being still in possession, the owner of the soil would be obliged to make him compensation,

Trees, shrubs, and seeds, when they have taken root, accede to and become the property of the owner of the soil, subject to the like exception, in case of the planter being in possession, and acting under a *bonâ fide* mistake.

Exception—

If a painter paints upon the canvas of another, the picture does not become the property of the owner of the canvas; the painter must, however, compensate the owner of the canvas for the same.

49. *What were the requisites that an attempted transfer of property by "traditio" should be valid?*

They were three :—

1st. The transferor must be the owner of the property.

2nd. He, or some one on his behalf, must make a *traditio* of the property, *i.e.*, actually hand it over, and with the intention also of passing the property therein.

3rd. The transferee must actually receive the property, meaning thereby to acquire the ownership.

NOTE.—If a person had handed the possession of a thing to another, not intending to pass the property therein; as, for example, in the case of a loan; and afterwards wished to transfer the property, no second *traditio* was necessary; but this wish or intention was held to unite itself with the previous act of delivery, and the *traditio* was thus perfected.

50. *State the different forms noticed in the Institutes of acquisition by donatio, and describe each form.*

There are three different kinds of *donationes* noticed by Justinian—

1st. **Donatio mortis causa.**

2nd. **Donatio inter vivos.**

3rd. **Donatio ante nuptias.**

The **Donatio mortis causa** was a gift made in the presence of five witnesses by a donor, in contemplation of death, and only to take effect if death ensued. *Traditio* was necessary.

The **Donatio inter vivos** was a gift manifested by *traditio*, and had no reference to the death of the donor. Constantine required *donationes inter vivos*, exceeding in amount 200 solidi (altered by Justinian to 500 solidi), to be registered. As a rule, gifts *inter vivos* were irrevocable; but Justinian allowed a donor towards whom his donee had shown great ingratitude to revoke the gift.

The **Donatio ante nuptias** was the gift made by the husband to the intended wife before marriage. It was the inalienable property of the wife, and could be increased during the continuance of the marriage (see next Quest.).

51. *What alteration was made by Justinian in the donatio called ante nuptias?*

Justinian allowed this *donatio*, which, as its name expresses, was an *ante-nuptial* gift, not only to be increased, but to be made after marriage, and altered the name from *donatio ante nuptias* to *donatio propter nuptias*.

If the wife survived her husband she received a portion of this *donatio* equal in value to that, which, if the husband had survived, he would have received out of the dowry brought to him by his wife (*Dos*).

52. *Gift inter vivos of 600 solidi without registration. Did the intended beneficiary take?*

He took 500 *solidi*, for, under Justinian's legislation, a gift up to this amount was good without registration, and the gift would be treated as a gift of 500 *solidi* only.

53. "A" being ill gives to "B" a field which he is to restore to him should he recover. "A" dies. Has the heir any right over the field? What law do you know that bears on the subject?

This was a *donatio mortis causâ*, and the event in expectation of which it was made, viz., the death of "A" having occurred, the gift took effect.

The heir could retain a fourth part of the property, being so empowered by *rescript* of the Emperor Severus, which extended the *Lex Falcidia* to "*donationes mortis causâ*."

54. *Trace historically acquisition by Usucaption and longi temporis possessio.*

By the twelve tables it was provided that moveables should be acquired by one year's usucaption, and immoveables by two years' usucaption.

The provincial lands (*solum provinciale*) being in theory the property either of the state (*prædia stipendiaria*), or the property of the people (*prædia tributaria*), were not capable of being acquired by usucaption; but the prætor protected the interest of a party who had been in possession a long time, by allowing him to repel any action brought for his eviction, by using the plea of "*longi temporis possessio*."

The time necessary to have passed in order to enable him to use such a plea was *ten years*, if the parties were domiciled in the same province, and *twenty years* if they were not.

Justinian abolished all difference between the "*solum Italicum*" and the "*solum provinciale*," and gave the name of "*usucaption*" to the acquisition of moveables only; and the name "*longi temporis possessio*" to the acquisition of land, wherever situated.

He also enlarged the time for the acquisition of both moveables and immoveables, declaring *three years* to be the necessary time for the usucaption of moveables and *ten or twenty years* for acquisition by *longi temporis possessio*, according as the parties had, or had not, lived in the same province.

NOTE.—The interruption or breaking of "*usucapio*" was called "*usurpatio*."

55. *Could all kinds of property be acquired by "usucapio?"*

No.

- 1st. It was only property *in patrimonium* (see *post*, Ques. No. 41) that was capable in any event of being so acquired, and even then it was essential that the thing should not have
- any *vitium* in it, *i.e.*, the possessor must hold the property *bonâ fide*, and must have acquired it "*ex justâ causâ*;" or, in other words, it must have come into his possession by a legal mode of transfer.

The Lex Atinia, A.U.C., 557, forbade the usucaption of stolen property, although the possessor thereof held it *bonâ fide* and *ex justâ causâ*.

The Lex Julia et Plautia, A.U.C. 665, forbade the usucaption of goods seized by force (*vi bona rapta*), although possessed *bonâ fide* and *ex justâ causâ*.

The Lex Scribonia, A.U.C. 720, forbade the usucaption of servitudes.

Uninterrupted possession, however, for *thirty years*, or of ecclesiastical property for *forty years*, called *possessio longissimi temporis* enabled the possessor, before Justinian, to repel all actions, and in the time of Justinian, to become owner of the thing possessed.

56. *Through what persons, or agents, were other persons able to acquire property ?*

As a general rule all persons "*in potestate*" acquired for those in whose "*potestas*" they were, thus :—

- (a) **Filii-familiarum** acquired for their *pater-familias* (subject to what has been said as to the *peculium* of the *filius-familias*) (see Book 1, Ques. No. 20).
- (b) **Slaves** always acquired for their masters, but could not contract to their masters' injury. A slave instituted heir by will enters on the inheritance for his master ; but could not enter without such master's consent.
- (c) **Slaves of whom the usufruct belongs to one person, and the ownership to another.** Everything acquired by their own labour, or by means of anything belonging to the usufruct, goes to the owner of the usufruct ; everything else—such as an inheritance or a legacy—goes to the owner.
- (d) **Freemen and slaves of others possessed bona**

fide by mistake. Everything acquired by their own labour, or through anything belonging to the supposed owner, became the property of such supposed owner.

- (e) **Procurators.** In early times no stranger (*extraneus*) could acquire for another person. The Emperor Severus allowed persons to acquire by agents, called "*procurators*," even without authority shown from the principal.

57. *Was the power of alienating property in all cases attached to the ownership thereof?*

No—in some cases a person although the legal owner of property was prohibited by law from alienating it, whilst in other cases a person not owner had the power of alienation.

Examples :—

- (a) **The husband**—was esteemed in law the absolute owner of his wife's *Dos*, but was forbidden by the *Lex Julia de Adulteris*, A.D. 5, from alienating any part thereof without the wife's consent; and under Justinian even with her consent.
- (b) **Pupil**—could not alienate their own property without the authorization of their tutor.

On the other hand—

Pledgées—although they only had the possession of the property pledged and not the ownership, could nevertheless sell the same subject to certain restrictions (for which see Ques. No. 46).

58. Give all the modes mentioned in the Institutes by which an aggregate of things (*Universitas*) could be acquired.

There are five modes of acquiring a "*Universitas*" noticed by Justinian.

1st. Testament.

2nd. Arrogation.

3rd. Bonorum Addictio.

4th. Bonorum Venditio.

5th. Ex Senatus-Consultum Claudiano.

1st. It was necessary in every testament that a person should be instituted as "*heir*." To such "*heir*" the whole "*persona*" of the testator descended, and this included all his property, rights, and obligations. The heir was thus said to have acquired a "*Universitas rerum*."

2nd. When a person *sui juris* arrogated himself all his property of whatsoever description passed to the arrogator (the adopter) who thus acquired a "*Universitas rerum*" (see Bk. 1, Ques. No. 33, as to arrogation of person under puberty).

3rd. A testament was invalid if no heir was appointed or if the appointed heir refused to take. In such a case, however, if in the testament there had been a gift of liberty to a slave which would otherwise have been inoperative, the inheritance after being offered to the *heredes ab intestato* (i.e., those who, had there been no testament, would have had a right thereto) could be given over to such slave, upon his undertaking to satisfy the creditors in full, or, in the time of Justinian, making a satisfactory

composition. This process was called "*Bonorum Addictio*." The slave acquired freedom, and a "*Universitas rerum*" passed to him thereby.

4th. *Bonorum venditio* was the transfer of the whole of the property of a debtor to such one of the creditors or such other person as would undertake to pay the largest proportion of the debts. This is the fourth way noticed by which a "*Universitas rerum*" could be acquired.

(Obsolete under Justinian.)

5th. By the *Senatus-Consultum Claudianum*, A.D. 52, it was enacted that if a free woman should have illicit intercourse with a slave she should together with all her goods, be given over to the slave's master. The master thus acquired a "*Universitas rerum*."

(Abolished by Justinian.)

59. *What do you know of the history of Testaments? Why was the Testament of Justinian's time said to have a threefold origin?*

In the earliest times testaments were either made in the presence of the "*Comitia Curiata*" summoned twice a-year especially for this purpose, and hence called "*Comitia calata*" or "*In Procinctu*," a method unaccompanied by ceremony and used only by military persons at a time when the army was setting out for battle.

In later times the testator during his lifetime sold the inheritance to the heir, who was called "*familiæ emptor*," by "*mancipatio*." This process was called "*per æs et libram*," and was effected in the presence

of five witnesses and a person who held a pair of scales (*libripens*).

The "*familiæ emptor*" struck the scales with a piece of copper and then gave it to the testator as the price of the inheritance. The testator then either read aloud the terms of his will, or, if they were not written, declared the same orally. In later times the heir was not necessarily the "*familiæ emptor*."

The prætors abolished the form of sale and enacted that the will, which was thus necessarily in writing, should be attested by the seals of seven witnesses (really the same number as previously required if we reckon the "*libripens*" and the "*familiæ emptor*.")

The Emperors Theodosius and Valentinian imposed the additional formality that the witnesses should sign as well as seal the testament.

(Justinian enacted that the name of the heir should be in the handwriting of the testator, but afterwards abolished this additional formality.)

The testament was said to have a triple origin, in consequence of its being derived in part from the Civil law, in part from the edicts of the prætors, and in part from the constitutions of the emperors.

60. *In what way could testaments become revoked? Distinguish between a testament "non jure factum," "Ruptum," and "Irritum."*

A testament if originally valid was held revoked by becoming "*Ruptum*" or "*Irritum*."

A testament "*non jure factum*" was really no testament at all, the formalities requisite in its construction, or some of them, not having been complied with (see last Ques.).

A testament was "*Ruptum*" in each of the following events:—

- (a) By the arrogation or adoption (unless *tempore Justiniani* by an ascendant) of a new "*suus heres*."
- (b) By a second testament.
- (c) By a codicil.
- (d) By the testator destroying or defacing the will, or if the will was ten years old, in the presence of three witnesses having declared that he wished it to be considered revoked.
- (e) If the testator had in a subsequent testament instituted the heir for particular things only, yet this entirely revoked the first testament.

A testament was "*Irritum*":—

- (a) In the event of no one entering upon the inheritance (sometimes called *Destitutum*).
- (b) By *Capitis Deminutio* of the testator. (Note: If before death the testator should have regained his *status* the prætor would still allow the instituted heir to take the goods according to the testament. Called "*possessio bonorum secundum tabulas*.")

61. A person not a soldier is severely injured and in expectation of death. In the presence of seven witnesses he hands over a valuable work of art to a friend telling him to keep it should he (the injured person) not recover, and also orally declares that he wishes the same friend to have all his property after his death. The injured person dies. Were either or both of these

bequests valid? Would the time such events took place make any difference?

The first bequest was valid as a "*Donatio mortis causâ*," as it was made in presence of witnesses by tradition, and also when the donor was in expectation of death.

The second bequest would have been invalid before Justinian, but Justinian expressly enacted that a will could be made orally in the presence of seven witnesses; therefore, during or after the reign of Justinian, such a bequest would be valid.

62. *Give some account of military testaments, and the advantages attached thereto.*

The military testament, *i.e.*, a testament made by soldiers when in the camp, was exempted from many if not all the formalities required in other cases.

The military testament was first introduced by Julius Cæsar, and fully established in the first century by the Emperor Nerva.

The chief privileges attached thereto were as follows:—

- (a) If written it required no witness.
- (b) It could be made orally and (probably) required one witness.
- (c) It could be made by a person deaf or dumb.
- (d) It was not revoked by *Capitis Deminutio* either *maxima* or *media* if such loss was the result of punishment for a violation of military law only, nor was it ever affected by *Capitis Deminutio minima*.
- (e) It could not be set aside as Inofficious (see Ques. No. 78).

- (f) The *Lex Falcidia* did not extend to it, i.e., the testator need not leave a fourth of his property to his heir.
- (g) Persons, such as *peregrini*, generally incapable of acting as heirs could yet be instituted therein.
- (h) The children in the power of the testator need not be disinherited.
- (i) It need not include the whole inheritance, i.e., testator who was a soldier could die partly testate and partly intestate.
- (j) Unlike the rule applying to inheritances generally, a military inheritance could be disposed of by codicils alone.

A military testament remained in force for one year after the testator had left the army, provided he had not been discharged in disgrace (*causa ignominiae*).

63. Which of the following persons were capable and which incapable of witnessing a will—(a) a person in the power of the testator; (b) a woman; (c) the heir; (d) a legatee; (e) a slave?

A legatee was capable of witnessing a will; all the other persons mentioned in the question were incapable.

64. What persons were by law regarded as unable to make a testament?

The following persons were regarded by law as unable to exercise testamentary power:

- (a) Persons *in potestate*, subject to what has been said as to the son's *peculium* (see Book 1, Ques. 21).

- (b) Persons under the age of puberty.
- (c) Madmen (save during lucid intervals).
- (d) Prodigals, *i.e.*, persons of such reckless behaviour as to be esteemed by law incapable of managing their own property.
- (e) Deaf and dumb persons.
- (f) Blind persons (save with an additional witness or a notary).
- (g) Captives (a will, however, made before captivity was valid if the captive returned, by *jus postliminii*, or if he died in captivity by the *Beneficium legis Corneliæ* (see next Ques.).
- (h) Some other persons who had not the *testamenti factio*, as *peregrini* or heretics.

65. What was the "*beneficium Legis Corneliæ*?"

The *Lex Cornelia De falsis*, A.U.C. 686, enacted *inter alia* that the same penalty should attach to one forging the will of a person in captivity as to forgery generally.

The "*beneficium legis Corneliæ*," was a deduction from this statute, and was used to express the fiction of law by which the will of a person dying in captivity was declared to be good, it being assumed that the testator must have died the moment he was taken prisoner.

66. What was the "*Lex Falcidia*?" What attempts to attain the same object had been previously made, and why were they not successful?

The *Lex Falcidia* (A.U.C. 714) was a law passed by the *Comitia Centuriata* forbidding a testator to leave more than three-fourths of his property in legacies, in

order that one clear fourth of the inheritance should remain to the heir.

(The *inheritance* for the purposes of the *Lex Falcidia* was the whole of the property of the testator after the payment of his debts, funeral expenses, and cost of the manumission of his slaves.)

It was preceded by the *Lex Furia testamentaria* and the *Lex Voconia* (*plebiscita*) passed respectively in the years A.U.C. 571 and A.U.C. 585.

The *Lex Furia* forbade a testator to leave in one legacy more than 1000 *asses*. The object of the *Lex* was that some part of the inheritance should remain to the heir, but as the number of legacies was not limited, the object for which the law was passed was easily defeated. The *Lex Voconia*, passed with a like object, forbade a testator to give any legacy exceeding the amount left to the heir, or, if there was more than one heir, exceeding that given to each. This law was evaded with equal ease as the testator could multiply the number of legacies to any extent, and thus reduce the amount due to the heir to utter insignificance.

67. *What were the rules ante et tempore Justiniani relating to the disinheriting of posthumous children? What were the "Postumi Velleiani" and "quasi Velleiani"?*

In early times posthumous children were regarded as "*Uncertæ personæ*," and as they could not be instituted in a testament, so it was unnecessary that they should be disinherited.

In time, by relaxation of the Civil law and by the prætorian edicts, posthumous children, *sui heredes* of the testator, were allowed to be instituted, and Justinian allowed all uncertain persons to be instituted.

After the time from which posthumous *sui heredes* could be instituted in a testament, it became necessary to disinherit them by name, *i.e.*, the sons must be especially alluded to, and specifically disinherited in the testament; and the daughters could be disinherited by the testator using what was called the *Ceteri* clause (*Ceteri exheredes sunt*).

Justinian enacted that all posthumous children, whether male or female, should be disinherited by name (thus abolishing the *Ceteri* clause), and that any omission in this respect should render the testament invalid.

Children born after the making a testament but before the testator's death were called *postumi*. *Velleiani* as being in a somewhat analogous position to posthumous children. The *Lex Junia Velleia* allowed them to be instituted or excluded by a testator, and the same law also allowed a testator to exclude his grandchildren whose fathers were living, to meet the event of their becoming his *sui heredes* in consequence of the death of the father.

Such grandchildren were instituted under the name "*quasi postumi Velleiani*."

68. What were the rules *ante et tempore Justiniani* as to the mode of disinheriting adopted children?

Before the time of Justinian the effect of adoption was that the child adopted was held to have entirely quitted the family of his natural father and was reckoned in every respect as a member of the family of the adoptive father.

As a consequence it was necessary, prior to Jus-

tinian's time, that if a testator wished to disinherit his adopted children he must adopt the same means as were necessary to disinherit his natural children; *i.e.*, the adopted children, if sons, must be expressly disinherited by name; if daughters, they could be disinherited under the general term *Ceteri exheredes sunt*.

Justinian radically changed the law of adoption by enacting that in no case, save where the adoptive father was an ascendant relative, should the child, in consequence of such adoption, lose any of his rights upon his natural father, and should only have a claim on the goods of his adoptive father in case such father died intestate.

It therefore naturally followed (*tempore Justiniani*) that a testator need not make any mention whatever of his adopted children in his testament, except he was an ascendant relative of such children, in which event they must be disinherited by name, or the testament would be invalid.

69. (a) *Was there any difference prior to the time of Justinian in the words necessary to be used to disinherit sons and daughters?* (b) *Need a father disinherit his emancipated son?*

(a) Prior to the time of Justinian, sons to be disinherited had to be each specifically named or referred to, daughters could be disinherited by the testator making use of the general term "*Ceteri exheredes sunt*," but in the case of posthumous daughters so disinherited some trifling legacy was always left to them to show they were not excluded from mere forgetfulness. (Justinian

enacted that every child should be disinherited by name).

- (b) By the Civil law it was not necessary for a father to disinherit his emancipated son, but under the prætor if an emancipated son was passed over in his father's testament he could claim, and would receive, possession of such share of his father's goods as he would have got had his father died intestate (*possessio bonorum contra tabulas*).

Justinian enacted that all emancipated children must be disinherited by name.

70. *Explain the meaning of the phrase "Institution of the heir."*

By the phrase "institution of the heir" is meant the declaration by a testator, in his testament, of the person who was to succeed to his inheritance and carry on his "persona." It was "*Veluti caput atque fundamentum totius testamenti*" as the head and foundation of the whole testament.

In early times it was necessary that the name of the heir should be the first thing written in the testament, and any legacy written above it had no effect, and up to the year A.D. 389 it was necessary that the heir should be instituted by a particular form of words.

Justinian enacted that, so long as the name of the heir appeared in some part of the testament, it was immaterial in what part it appeared.

71. *What persons were incapable of being instituted as "heirs"?*

Generally any person who had what was called

“*testamenti factio*” with the testator, *i. e.*, the power of joining with him in the ceremonies of the *Jus Quiritium*, could be instituted as heir.

Peregrini, Latini Juniani, Dediticii, Heretics, Deportati, the children of persons convicted of treason, natural children (save when there were no legitimate children), **and uncertain persons**, were all at various times incapable of being instituted as heirs.

Many of these exceptions had fallen into disuse before Justinian's time, and Justinian himself abolished the rule by which uncertain persons were excluded. *Peregrini* (strangers), *Deportati*, *Heretics*, and the children of persons convicted of treason, were practically the only persons excluded from being instituted as heirs in the time of Justinian.

A slave could be instituted as heir, but the appointment carried with it the gift of his liberty, and a slave belonging to another could be instituted as heir, even after his master's death, and before his inheritance was entered on.

Women, by the *Lex Voconia*, A.U.C. 585, could not be instituted heirs to an inheritance which exceeded in value 100,000 *asses*.

(Previously to the reign of Constantine unmarried persons (*Cælibes*) and childless persons (*Orbi*), although both classes could be instituted, yet the former could not take any part of what was given them unless they were too young to be married, or were near relations of the testator; the latter could only take one-half of what was given them. The *Lex Papia Poppæa* under which these disqualifications arose was abolished by Constantine.)

72. *What was the technical name given by the Romans to "an inheritance"? Of how many parts was it usually composed? Could it under any, and if so, what circumstances be taken to be composed of more than the usual number of parts?*

The Romans called the "inheritance" the "*As*," and regarded it as composed of twelve parts, called ounces.

A testator could always divide his inheritance (*as*) into any number of ounces he chose so long as the number was defined. In case several heirs were instituted and a fixed number of ounces given to some, and another simply instituted as co-heir without a specified share being allotted to him, then if the number of ounces given was less than twelve the co-heir had as many ounces as would make up that number; if the number of ounces given was twelve or more, then the instituted co-heir took such number as sufficed to make up twenty-four ounces and the inheritance was held to be composed of that number, and was called (*Dupondius*).

In like manner if the ounces reached, or exceeded, twenty-four and a co-heir without defined share was instituted, the inheritance was held to be composed of thirty-six ounces (*Tripondius*).

The names given to the parts of the "*As*" were as follows:—*Uncia*, *sextans*, *quadrans*, *triens*, *quincunx*, *semis*, *septunx*, *bes*, *dodrans*, *dextans*, *deunx*.

73. *A testator institutes "A," "B," & "C" as heirs and gives to "A" quadrans uncia, to "B" septunx uncia, and to "C" triens uncia. Into how many ounces was the "As" divided and what was it called?*

It was divided into fourteen ounces and called "*As*."

The testator could make the "*As*" consist of as many ounces as he chose, and if the exact number of ounces could be ascertained it always received the name "*As*."

74. *Explain* (a) "*Vulgar*," (b) "*Pupillary*," (c) "*quasi pupillaris*" substitution.

(a) **Vulgar or ordinary substitution** was the naming in the testament one or more persons who were to take the inheritance in case the instituted heir refused or was incapable of taking.

Several heirs could be substituted in place of one, or one in the place of several; as, "Let 'A' be my heir, and if 'A' is unable or unwilling to enter, then let 'B,C,& D' be my heirs"; or, "Let 'B,C,& D' be my heirs, and if they are, or either of them is, unable or unwilling to enter, I then appoint 'A' either to the whole or such part of my inheritance as may be undisposed of."

(b) **Pupillary substitution** was the naming in the testament of some person, or persons, who were substituted to the unemancipated child of the testator; the distinguishing feature of pupillary substitution being that the substituted heir took, not only in the case of the child not entering upon the inheritance at all, but also in the case of his entering upon the inheritance and dying before attaining the age of puberty; in which event the substituted heir entered not only on the father's, but also on the son's inheritance. The testament of the father so substituting to his children was said to act upon two inheritances. A testator could not make his son's testament without making his own. (To prevent *mala fides* in the case of pupillary substitution, that part of the testament in which the substituted heir

was named was often sealed up by the testator, with directions that it should not be opened until rendered necessary.)

(c) **Quasi Pupillary substitution**, in analogy to pupillary substitution, was a power given to the ascendant relatives of a person of unsound mind to substitute heirs to the inheritance of such person, provided that the substituted heirs should be if possible either descendants or brothers of the person of unsound mind.

75. *Explain and illustrate the maxim "Substitutus substituto censetur substitutus instituto."*

"A person substituted to a substitute is considered as a person substituted to the instituted heir."

This was a rule of law established by the Emperor Severus and provided—in a case where a co-heir was substituted to an instituted heir and a third person to the co-heir—for the event in which neither the co-heir nor the instituted heir entered. The person substituted to the co-heir would take the whole inheritance.

Ex. gr.—"A and B are co-heirs, B is substituted to A in case A should not take, C is also substituted to B in case he should not take. Neither A nor B take. What, then, does C take? Of course, he takes the share of B, for so it was expressly provided, but he also, by virtue of the application of the above maxim, takes the share of A, although it had never come into the possession of B and had not even been entered upon by A."

76. *A testator institutes as his heir "B" (a slave) supposed by the testator to be sui juris, and substitutes*

another person to "B." What was the effect of the testator's mistake as to the status of "B"?

In such a case, by a rule of law, apparently founded on no solid reason, the master of "B" (the slave) and the substituted heir would each be entitled to half of the inheritance, the testator being held in some degree responsible for his mistake, but being by law relieved from incurring its full consequences.

77. *In the case of a testator appointing several co-heirs, was there any advantage in his substituting them reciprocally one to another?*

Such a course might be of considerable advantage to the heirs themselves, or some of them, for although, in any case, if the share of a co-heir should lapse, it devolved by operation of law (*Jus accrescendi*) upon the remaining co-heirs, yet if the co-heirs were by the testator himself substituted to one another, they had these further advantages:—

- 1st. They could refuse to take the part thus offered to them. Co-heirs could not refuse to take what devolved on them by *Jus accrescendi*.
- 2nd. Persons who by the *Lex Papia Poppæa* were unable to enter on an inheritance, or to take all the property given to them, could yet take any share, in its entirety, coming to them as substituted heirs.
- 3rd. Substitution being a personal right, it was only allowed to those heirs who were alive at the time of the share of a co-heir becoming vacant to accept or reject the same; but if the co-heirs were not substituted to one another, the representatives of a deceased heir, who had entered

on the inheritance, could claim anything which would have devolved upon such deceased heir by *Jus accrescendi*.

78. *Who could attack a will as inofficious? and under what circumstances?*

The children, or if there were no children, the parents, or if there were no parents, the brothers and sisters of a testator, who had been entirely passed over in his testament, could attack it as "**Inofficious**," *i.e.*, made without regard to natural feeling and affection. The ostensible ground for attacking a will as "*Inofficious*" was, that the testator must have been insane at the time of making it, otherwise he would not so have neglected the claims of his near relations. No one, if a legacy even of the most trifling amount was given to him by the will, could attack it as "inofficious," but in such a case he could bring another action called "*Actio in supplementum legitimæ*" (see Ques. No. 80).

79. *How did a person lose the right to bring the action "De inofficioso"?*

A person who had the right to bring the action "*De Inofficioso*" could lose his right in the following ways:—

- 1st. By acquiescence, *i.e.*, acknowledging the validity of the will; but a Tutor could accept a legacy on behalf of his pupil, and yet on his own account attack the will as "*inofficious*," or conversely, could himself accept a legacy and yet on his pupil's account attack the will as "*inofficious*."

2nd. By allowing five years to elapse before he brought his action.

3rd. By dying before he had commenced his action ; but if before death he had clearly declared his intention to dispute the will, the action could be brought by the heir.

80. *What was the "Actio in supplementum legitimæ?" In analogy to what law was it first introduced?*

An action which was open to every person who was near enough in blood to the testator to bring the *Actio de Inofficioso*, but who could not bring that action in consequence of not having been *entirely* passed over in the testament. The *Actio in supplementum legitimæ* was brought for the purpose of obtaining the *legitimæ portio*, or a fourth part of what the applicant would have received if the testator had died intestate.

It was introduced in analogy to the *Lex Fulcidia*, a law by which a clear fourth part of every inheritance was secured to the heir, the testator being restricted from giving more than three-fourths in legacies.

81. *How many kinds of heirs were there? In what main respects did they differ from one another?*

There were three kinds of heirs known to the Roman law, **Necessarii**, **Sui et Necessarii** and **Extranei**. A necessary heir (*heres necessarius*) was one of the slaves belonging to the testator, and who upon being appointed heir *ipso facto* acquired his freedom. He was so called because the option of accepting or rejecting the inheritance was not given to him.

"*Sui et Necessarii*" heirs were the *sui heredes* of

the testator, *i.e.*, those persons who by the fact of his death became *sui juris*. They were so called because they would have been the heirs of the testator in an intestate succession, and were also regarded by law as having such a claim on the inheritance that even if the testator made a will it was necessary that they should be expressly disinherited by name therein.

Extranei heredes included all persons who did not fall within the other classes, and who had the *testamenti factio* with the testator, at the times respectively, of the making the testament, of the testator's death, and of the inheritance being entered upon. All persons had the *testamenti factio*, for the purpose of being appointed *extranei heredes*, if they had the capacity to take legacies given by testament (see Ques. No. 90).

82. What was the "*Beneficium separationis*," the "*Beneficium abstinendi*," and the "*Beneficium Inventarii*?"

The **Beneficium separationis** was the privilege given to necessary heirs (slaves) of having their own property separated from that of the testator, by which means it was reserved to themselves and secured against the testator's creditors.

The **Beneficium abstinendi** was the right of refusing to enter upon an inheritance. This *beneficium* was enjoyed both by *Sui et Necessarii heredes* and by *Extranei heredes*, and lasted until the heir expressly declared that he accepted the inheritance, or unless by interfering with the property, and practically taking upon himself the duties of heir, he deprived himself of the privilege.

The **Beneficium Inventarii**, introduced by Justinian,

was a right, given both to *Sui et Necessarii* and *Extranei heredes*, to have an inventory made of all the property comprised in the inheritance to the extent of which, and of which only, were they to be held liable to the creditors.

It was necessary that the heir who availed himself of this privilege should have the inventory commenced within thirty days, and finished within ninety days, and should also have it witnessed by a notary, or by three witnesses.

83. *Explain the meaning of the term "Cretio."*

"**Cretio**" was the term used to express a particular mode of entering upon the inheritance, *viz.*, when by the testator himself a maximum time was mentioned in the testament, within which time the heir should either enter upon, or reject it.

It was of two kinds:—

Cretio Vulgaris.—When the testator declared that the time within which the heir could deliberate, should commence no sooner than the time at which he first learned his rights as heir.

Cretio Continua.—When the testator declared that the time of deliberation given to the heir,

- should begin as soon as the rights devolved upon him, irrespective of the time when he first became acquainted therewith.

The heir who entered upon the inheritance by "*Cretio*" could, if he had not interfered with the inheritance, alter his decision, provided he did so within the allowed time.

The mode of entering upon an inheritance by

"*Cretio*" was abolished by Imperial Constitution in the year A.U.C. 407.

84. "*A*" by testament institutes the slave of "*B*" as his heir. "*B*'s" death occurs before the death of "*A*." Applying the rule that a slave only enters upon an inheritance on behalf of his master, give your opinion as to what became of "*A*'s" inheritance.

It was entered upon by the slave either for the benefit of his new master, or if "*B*'s" inheritance had not been entered upon, then for the benefit of the inheritance itself; for between the time of death and the inheritance being accepted, the inheritance itself was held by the law to represent the "*persona*" of the deceased.

85. What do you know of the history and uses of *Fideicommissa*?

Fideicommissa were trusts imposed either upon the instituted heirs, the *heredes ab intestato*, or in some cases upon the *fideicommissarius*—the person benefited by the *fideicommissum*—himself (*a*).

A *fideicommissum* could embrace the whole inheritance, or any part or parts thereof.

In early times, persons although incapable of taking legacies (see Ques. No. 90), could yet take under a *fideicommissum*, but these advantages were by Imperial Constitutions gradually taken away.

The **Senatus-Consultum Trebellianum**, A.D. 62, protected the heir who had been compelled to hand over the inheritance to another person by *fideicommissum* against actions which might have been brought against him as heir, and the **Senatus-Consultum Pegasianum**,

(*a*) They were first made binding by Augustus.

A.D. 73 (under which enactment the heir could be compelled to enter on the inheritance, and to transfer it as desired), also permitted him, in handing over the inheritance, to retain a fourth part for himself in analogy to the *Lex Falcidia*.

When the heir deducted the fourth part of the inheritance, and retained it under the *Senatus-Consultum Pegasianum* he was liable *pro tanto* for the debts of the testator.

Justinian united these two *Senatus-Consulta* into one, to which he gave the name *Senatus-Consultum Trebellianum*, but which combined the advantages of both.

86. *What were the different forms in which a legacy could be given?*

There were four ways :

1st. **Per Vindicationem.**

2nd. **Per Damnationem.**

3rd. **Sinendi modo.**

4th. **Per Praeceptionem.**

The expression used in the will decided in which of the above ways the legacy was given.

If the testator gave the subject of the legacy directly to the legatee (*Hominem, Stichum do*), this was a legacy **Per Vindicationem**. Immediately on the testator's death the property passed to the legatee, who could claim the same by real action (**Vindicatio**).

If the testator commanded his heir to give the legacy to the legatee (*meum heredem dare jubeo*), then such legatee could not claim the subject of the legacy by real action, but must bring a personal action against the heir. Such a legacy was said to be given **Per Damnationem**.

If the testator declared that the heir was to permit the legatee to take the subject of the legacy himself (*Heres meus damnas esto sinere Lucium Titium sumere illam rem sibi que habere*), the legatee had no right in the property, but only a personal action against the heir. Such a legacy was said to be given **Sinendi modo**.

A legacy **Per Praeceptionem** could strictly only be given to one already instituted heir, the subject of it being something that the heir was to have before, and in addition to, receiving his share of the inheritance.

The **Senatus-Consultum Neronianum**, A.D. 60, declared that all legacies given *Per Praeceptionem* to persons not heirs, should be regarded as though they had been given *Per Damnationem*.

In A.D. 342, an Imperial Constitution abolished the use of formulæ in wills and all other legal acts.

87. *What, if any, was the difference between a legacy and a fideicommissum in the time of Justinian?*

There was no practical difference between a legacy and a *fideicommissum* in the time of Justinian.

Justinian enacted that if a legacy wanted any formality, without which it would not be valid, it should be regarded as a trust imposed upon the heir.

The general rule was that if the expressions used in the testament were peremptory, they were treated as creating legacies, if precatory, they were treated as creating *fideicommissa*.

NOTE.—A slave, however, even in the time of Justinian, whose liberty was given to him by *fideicommissum*, was not the freedman (*libertus*) of the testator, but of the *fideicommissarius*.

88. (a) *Could a testator bequeath the right to dwell in his house, or the right of passing over his land, by his will?* (b) *What would be the effect of a wrong description of either the house or the land above mentioned?*

(a) All incorporeal property could be bequeathed by will, and this would of course include the Servitudes mentioned in the question.

(b) A wrong description of either the subject, or the object, of a legacy, was never treated as material, so long as the intention of the testator was obvious.

89. (a) *"A" gives a legacy to "B" of a house, thinking it belonged to "C," while in reality it belonged to "A" himself.* (b) *"A" gives a legacy to "B" of an estate which "B" afterwards purchases.* (c) *"A" gives a legacy to "B" of an estate, and "B" afterwards acquires the usufruct.* (d) *"A" gives a legacy to "B" of a house, and afterwards pulls it down. Could "B" take in all or any of these cases?*

(a) In this case the legacy would be invalid, for although a testator could give as a legacy the property of others, yet he could only do this if he was, at the time of giving it, aware

- of the fact that it was not his own.

(b) In this case the legacy would be valid, and "B" would be entitled to receive from the heir the price of the estate.

If "B" had obtained the estate by gift, or in any other way than by giving consideration for it, *causa lucrativa*, the case would have been different, the rule being that "two modes of acquiring, each being one of

clear gain, can never meet in the same person with regard to the same thing."

- (c) In this case, as in the last, if "B" purchased the usufruct he could claim the estate and the value of the usufruct from the heir, if he obtained the usufruct *causa lucrativa* he could still claim the estate, but the judge would award to him the value of the estate, having first deducted the value of the usufruct.
- (d) If a testator during his lifetime chooses to destroy the subject of his gift, then, in the absence of proof to the contrary, he would be assumed to have intended to revoke his gift, but, as the gift of a house simply would include the land upon which it stood, it is probable in the case put that the legatee could claim the land from the heir.

90. *What persons were either wholly or partially incapacitated by law from taking legacies?*

The following were incapable of taking legacies to the extent noticed below :—

- (a) **Deportati**—Wholly incapable.
- (b) **Peregrini**—Wholly incapable.
- (c) **Latini Juniani**—Unless within a fixed time from the legacy being left, they became citizens by one of the ways mentioned in Book 1, Ques. 11.
- (d) **Cœlibes**—Under the Lex Papia—a *cœlebs* was a man between the ages of 20 and 60 years, or a woman between the ages of 20 and 50 years, unmarried.

Men were allowed one hundred days from the time of the testator's death, within which time they might marry and avoid the consequences of the *Lex*. Women were allowed two years from the death of a former husband, or 18 months from the time of divorce, in which to remarry.

The *Lex Papia* was abolished by Constantine.

- (e) **Orbi**—An "*Orbus*" was a man between the ages of 25 and 60 years, or a woman between 20 and 50 years, who had not a child living at the time of the accrual of the right to take under the testament. The "*Orbus*" by the *Lex Papia* did not lose the whole, but only half the legacy that was given him. (Abolished by Constantine).

(f) **Hereties**—Under the Christian Emperors.

(g) **Uncertain Persons**—Previously to Justinian.

91. What were "*Caduca*?" What were the chief differences between the devolution of "*Caduca*" and of ordinary lapsed legacies?"

Strictly speaking "*Caduca*" were legacies lapsed in consequence of the legatees being restricted by the *Lex Papia Poppæa* from accepting them.

Legacies which had been valid at the time of the making of the testament, but were invalid before the date of the testator's death, were spoken of as "*in causa Caduci*," and were also affected by the *Lex Papia*.

"*Caduca*" and things "*in causa Caduci*" devolved upon certain persons called "*Patres*," who were said to have the "*Jus Caduca Vindicandi*."

The "*Patres*" were those persons mentioned in the testament who were married and had one child living. In case of failure of such persons "*Caduca*" went to the "*Ærarium*," or people's treasury.

NOTE.—It must be borne in mind that ascendants and descendants of the testator, to the third degree, were not affected by the *Lex Papia* at all.

Ordinary lapsed legacies given to heirs, accrued to their co-heirs by *Jus Accrescendi*; if given to ordinary legatees they fell into and became part of the inheritance.

92. *Could a testator give as a legacy that which already belonged to the legatee? Would it make any difference that before the testator's death the legatee had parted with the property?*

No. Such a gift would be useless, and the fact that the legatee had parted with the property before the testator's death would make no difference, for by the *Regula Catoniana* (rule of Cato) a legacy invalid at the time the testament was made could never become valid.

(The apparent exception to the rule in the case of the husband being allowed to give the *Dos* to his wife by legacy is more imaginary than real; for although at the husband's death the *Dos* would *ipso jure* revert to the wife, yet when the will was made the *Dos* was rightly regarded as part of the husband's property.)

93. *What was a legacy of "Liberatio?" Give an illustration of its effect?*

A legacy of "*Liberatio*" was a gift from a creditor

to his debtor of a discharge from his debt. This could be done by the testator in express words cancelling the debt, or by his leaving to the debtor as a legacy the legal recognition, or bond, which he held as security for the debt.

The debt was not actually extinguished by a legacy of *Liberatio*, but if the heir sued the debtor he could be repelled by a plea of fraud (*Exceptio doli mali*).

94. “*A*” institutes *Maevius* as his heir, and imposes a *fideicommissum* upon him to transfer the inheritance to *Seius*, and also requests *Seius* to hand on the inheritance to *Titius*. Could this be done, and if so, how was it affected by the “*Senatus-Consultum Pegasianum*”?

Yes, it could be done, for a person who received property in virtue of a *fideicommissum* could himself be charged with a *fideicommissum* to transfer it to some other person. In the case put only *Maevius* would be entitled to retain the fourth part secured to the heir by the *Senatus-consultum Pegasianum*, and *Seius* would be merely a conduit pipe for passing on the inheritance, and would derive no personal benefit.

95. (a) What do you know of the history of Codicils?
(b) If a codicil wanted formality, what course was open to the person intended to be benefited thereby?

(a) Codicils, which were at first merely directions to or later, trusts imposed upon, the heir, or upon the *heredes ab intestato*, were first made of legal force by Augustus, B.C. 30.

Codicils were required to be made *uno contextu*—

in one piece, and in the presence of five witnesses, who were to subscribe them.

- (b) He could put the heir upon his oath to prove that the testator had or had not intended to give complete legal validity to the codicil.

The *Centumviri* heard and decided the case.

BOOK III.

SUMMARY.

THE first part of this book continues the examination of the various ways of acquiring an aggregate of things (*Universitas*), the first eight titles being devoted to intestate succession.

These titles include, an account of the succession of *Sui heredes*, and of those permitted by the prætor to rank as *Sui heredes*—of *Agnati* before and in Justinian's time—and of *Cognati*.

They also include an explanation of the *Senatus-consulta Tertullianum* and *Orphitianum*—laws permitting mothers to succeed to their children and children to their mothers, in an intestate succession; likewise the rights of patrons in the goods of their freedmen, and as appertaining thereto the right of *Assignment*,—i.e., the right enjoyed by the patron to assign his *Jus patronatus* over his freedmen, to any one of his children.

Title 9 gives a full description of the various *Bonorum possessiones*, applicable both to testate and intestate successions, given by the prætors to relations whose just claims had been disregarded, either through

the action of the testator or intestate himself, or by reason of the strictness of the civil law.

The various other ways of acquiring a *Universitas*, viz. by *Arrogation*—*Bonorum addictio*—*Bonorum Venditio*—and *Ex Senatus-consultum Claudiano*, are treated of shortly in the next three titles.

Justinian having finished the enquiry into the different modes of acquiring things, begins in Title 13 to treat of obligations, which are stated to arise either—from Contract or *quasi*-Contract or from Delict (wrong) or *quasi*-Delict.

(The subject of "Obligations" occupies the whole of the remainder of this book, and the first four titles of Book 4.)

Title 14 treats of contracts made *re*, i.e., by the delivery of the thing, the subject of the contract. Such contracts are of four kinds, *Mutuum*, *Commodatum*, *Depositum*, *Pignus*.

Title 15 discusses obligations made *Verbis*, i.e., by question and answer (*Stipulatio*), and Title 16 declares that the parties on either side to a stipulation may be either one, or several.

The power which a slave possessed to stipulate for his master is then noticed, and is followed in Title 17, by an account of the four kinds of stipulations, *Judicial*, *Prætorian*, *Conventional*, *Common*.

Things not the subject of stipulations are next noticed, and Title 20 examines the various duties and obligations of those joined with the stipulator (*adstipulatores*) or of those joined with the promissor (*Sponsores* or *Fidepromissores*), also the greater duties and obligations of *Fidejussors*, who might be sureties not

merely in stipulations, but in obligations however contracted.

Obligations contracted by writing (*Literis*), and the four *consensual* obligations—*Emptio-Venditio*, *Locatio-Conductio*, *Societas* and *Mandatum*—occupy to Title 27.

Title 28 treats of obligations which, as they do not arise from express contract, are said to arise *as if* (*quasi*) from contract.

The capacity of persons *in potestate* to enter into obligations on behalf of the persons in whose *potestas* they are, and generally the power which one person has to acquire an obligation for the benefit of another, with the various modes in which an obligation having been legally entered into, may be dissolved, are fully discussed in the last titles.

BOOK III.

96. (a) *By what laws was the devolution of the inheritance of Intestates regulated ?* (b) *What persons fell within this category ?*

(a) By the laws of the **Twelve Tables**, A.U.C. 304 (Table 5), which declared that if a person died without making a will his inheritance should devolve—

1st. **Upon his Sui heredes**, *i.e.*, all children whether natural, adoptive, or legitimated, who being in the power of the intestate became *sui juris* by his death.

A wife *in manu* was a *Suus heres* of her husband.

NOTE.—If a son of the intestate, being a captive at the time of his father's death, should afterwards regain freedom, he became a *suus heres* by virtue of the *Jus postliminii*, although he was not *in potestate* at the time of his father's death.

A person who after his death was adjudged to have been guilty of treason during his lifetime, could have no *Sui heredes*, as the sentence had a retrospective operation.

2nd. Upon the **Agnati** nearest in degree at the time of his death. All those persons were *Agnati* to one another, who had one common male ancestor, in whose *potestas*, in case he was still living, they would each be. Adoption gave rise to the tie of agnation.

3rd. Upon the **Members of his "gens."**—If the intestate was not a member of a "*gens*," then the devolution was to the *Cognati*, i.e., all the blood relations, whether the relationship arose through males or females.

The nearest *Cognati* were preferred to those more remote.

(b) Amongst the number of intestates must be reckoned not only those who made no will at all, but those also whose will was *non jure factum*, or had become *Ruptum* or *Irritum* (see Book II. Ques. No. 60).

97. *What was the great change made in the succession to Intestates as regulated by the Twelve Tables?*

During the later time of the republic the system which divided the patricians into "*gentes*" fell into disuse, and the *Cognati*, or blood relations, succeeded next after the *Agnati*, and to the exclusion of the "*Gentes*."

The *Cognati* in the nearest degree succeeded in equal shares, but only if there were no *Sui heredes* or *Agnati*. If there were *Sui heredes* or *Agnati* the *Cognati* were always postponed to such, irrespective of the degree in which they stood to the intestate.

The degrees of Cognation are reckoned upwards,

downwards and collaterally. In the first degree there are ascendants—a father, a mother, descendants a son or daughter.

In the second degree are—ascendants, a grandfather and grandmother—descendants, a grandson or granddaughter—collaterals, a brother or sister.

(And so with more remote degrees.)

98. *Could an emancipated son or a daughter married, in manu, succeed their father as heredes ab intestato?*

They could not succeed as "*Sui heredes*," not being in the father's *potestas* at the time of his death; but, after the time of the early republic, practically the same effect was attained by their admission by the prætor to what would have been their share of the inheritance, given to them under the name "*possessio bonorum unde liberi*."

The emancipated son, however, would have been required to bring into, and add to the inheritance, all his own property acquired since emancipation (*Collatio bonorum*); and the married daughter would also have been required to add to the inheritance her marriage dowry (*Collatio Dotis*).

99. *What were the chief changes made by the Prætor in the succession of Sui heredes?*

All those persons in the power of the intestate at the time of his death, and who became by his death *sui juris*, still continued *sui heredes*.

The prætor by giving them the *possessio bonorum unde liberi*, allowed the following classes of persons

who would not have been accounted *sui heredes* by the *jus civile*, to succeed as such—

1st. **Emancipated Children.**—Subject to the *Collatio bonorum* (see last Ques.).

2nd. **Grandchildren.**—Being the children of a deceased emancipated son, conceived after his emancipation, who were thus necessarily *sui juris* at the time of their grandfather's death.

3rd. **Certain children.**—*Viz.*, such as in consequence of their father's emancipation after their conception, were not in his power, but in the power of the grandfather, or if the grandfather was dead were *sui juris*.

4th. **Sui Heredes** having suffered *Capitis Deminutio*, and who were afterwards *Restituti in Integrum*, *i.e.*, restored to their civil rights.

The civil law permitted the children of the son of an intestate to represent their father (if dead) in their grandfather's succession as *sui heredes*; but did not give the same right to the children of the intestate's daughter.

A law of Theodosius II. allowed the children of deceased daughters to represent their mother, and succeed to her share, subject to a deduction of one-third to be given up to the other *sui heredes*. If there were no other *sui heredes*, then subject to a deduction of one-fourth to be given up to the *Agnati*.

Justinian allowed such children to succeed to the whole of what would have been their mother's share, without deduction.

100. *What were the chief changes made by the Prætors, and by Justinian, in the legal succession of the Agnati?*

Agnati (as stated) were such *cognati* as were related through males, *i.e.*, who had one common male ancestor (see Ques. No. 96).

The nearest *Agnati* only were admitted to the succession, next after the *Sui heredes*. The nearest *Agnati* were those nearest at the time of death, if the deceased had made no testament; if he had made a testament which had become inoperative, then the nearest *Agnati* were such as were nearest, at the time when it was first known that the inheritance would not be entered upon.

The jurists by an extension of the principle of the *Lex Voconia* decided that no female *Agnati* further removed than the second degree should succeed as such. The prætor, however, would give them *possessio bonorum unde legitimi*, and **Justinian allowed them equal rights with male Agnati**, no matter how remote the degree.

In A.D. 498 the rights of Agnation were given to **emancipated brothers and sisters**, subject to a deduction of one-fourth part (one year after the publication of the Institutes they were admitted without any deduction). .

In A.D. 528 Justinian gave the rights of Agnation to **half-brothers and sisters** related through their mother, and shortly afterwards to the children of such half-brothers and sisters.

By the *Senatus Consultum Tertullianum*, A.D. 158, **a mother** was allowed to succeed her children among the *Agnati*, and in the time of Justinian to the exclu-

sion of all the *Agnati* except brothers and sisters (see Ques. No. 101).

By the *Senatus Consultum Orphitianum*, A.D. 178, **children** were allowed to succeed their mother as *Agnati* (see Ques. No. 101).

An emancipated child in strictness had no *Agnati*, his inheritance, therefore, if there were no *sui heredes* went to his patron, *i.e.*, either the ascendant relative, or the fictitious purchaser (see *post*, Ques. No. 15), if he had himself emancipated. In the absence of an express contract (*contracta fiducia*) that the fictitious purchaser should hold these rights for the benefit of the ascendant, Justinian declared that such a contract should always be implied.

Justinian gave the rights of Agnation to the **brothers and sisters of an emancipated child**, and postponed the claim of the patron to theirs.

Justinian first allowed **devolution** amongst *Agnati*, so that if a person called to inherit as *Agnatus*, either died before entering, or refused to take his share, such share would pass to his heirs, whereas before Justinian's time it would have passed on to the *Cognati*.

Lastly, Justinian transferred one whole degree of relatives from the position of *Cognati* to that of *Agnati* by allowing the children of the sisters of an intestate, who were not *Agnati* at all, to succeed as such. •

NOTE. — *Agnati* were called "*legitimi heredes*," because they derived their succession from the Twelve Tables.

101. *State shortly the provisions of the two Senatus Consulta "Tertullianum" and "Orphitianum."*

The **Senatus Consultum Tertullianum**, A.D. 158, gave to mothers being free women with three, or freed women with four children, the right of succeeding to their deceased children in an intestate succession; a defined position amongst the *Agnati* being allotted to her.

Justinian enlarged the operation of the law by extending its operation to mothers who had less than three or four children, and preferred the mother to all legal heirs except the brothers and sisters of the deceased.

The **Senatus Consultum Orphitianum**, A.D. 178, gave to children (extended afterwards to grandchildren) the right to succeed their mother in an intestate succession, to the exclusion of her *Agnati*, and the rest of her *Cognati*.

Inheritances under these laws were not affected by *Capitis Deminutio minima*.

102. *How would you proceed to discover the heirs of "A" who died intestate in the year A.D. 534?*

First it would be necessary to inquire whether "A" had left any **Sui heredes** or persons permitted to rank as such.

In the year A.D. 534 **Sui heredes** would include, not only "A's" descendants who became *Sui juris* by his death, but also **emancipated children, grandchildren, whose deceased father had been emancipated before their conception—the children of an emancipated person con-**

ceived before emancipation—**descendants of deceased daughters.**

Sui heredes in the first degree from the intestate took the inheritance in equal shares, if in the second or any subsequent degree they took by representation the share which would have gone to their predecessor.

If "A" left no descendants who could inherit as *Sui heredes* it would become necessary to discover who were his nearest **Agnati**.

If "A" was an emancipated son his inheritance would descend to his brothers and sisters, or, in case there were none, to the ascendant relative by whom he was emancipated, who would take by virtue of the *Jus patronatus*.

If "A" had not been emancipated, of course assuming his father and grandfather to be dead, his nearest *Agnati* would be **his mother and his brothers and sisters**, whether of the whole or the half-blood, or adopted or emancipated, the mother succeeding by the *Senatus Consultum Tertullianum*.

If there were only sisters and a mother, the mother would take half the inheritance, the sisters the other half between them; if there were brothers and sisters, and a mother, they shared the inheritance equally (*in Capita*).

If there was no mother or brothers or sisters we should inquire whether "A" left any *Agnati* in the third degree, as **paternal uncles**, or any **children of brothers or sisters** (children of sisters, although not *Agnati*, were allowed by Justinian to rank as such).

NOTE.—The degrees of Agnation could be continued as long as it was possible to trace persons connected with "A" through males.

If "A" left no *Agnati* it would become necessary to discover his *Cognati*.

Cognati include all those who are connected by blood, whether through males or females. *Cognati* include *Sui heredes* and *Agnati* who, however succeed under their higher title.

The *Cognati* in the nearest degree succeeded, but the prætor would not give *possessio bonorum unde Cognati* to any *Cognati* further removed than the seventh degree.

The degree in which a *Cognatus* stood was ascertained by counting the number of steps between him and the intestate, if such *Cognatus* was an ascendant or descendant; or, by counting the steps from the intestate to the common ancestor, and then from the common ancestor down to the *Cognatus*, if he was a collateral relation.

If "A" left no *Cognati* his property would go to the *Fiscus* (Public Treasury).

103. "A" dies intestate, leaving one son, one daughter and two grandchildren by a deceased daughter. How was the inheritance divided?

The son and the daughter of "A" would be his *Sui heredes*, and of course inherit as such.

The position of the grandchildren would be different at different epochs.

In very early times they would only have been reckoned amongst *Cognati*, and would not have succeeded at all, whilst there were any *Sui heredes* or *Agnati*.

In the times of the prætors they could have claimed the

possessio bonorum unde liberi, and have taken their place amongst *Sui heredes*, giving up however one-third part of what they would have received had they been *Sui heredes* by the Civil Law.

In the time of Justinian they would have been admitted as *Sui heredes*, without any deduction, therefore if the question refers to such a time, the son would have received one third of the inheritance, the daughter one third, and the children of the deceased daughter the other third between them.

104. "A" dies intestate in 534 A.D., leaving no descendants, and having relations, viz., one sister, nephews, and nieces, the children of deceased brothers and sisters, and a mother. How did the inheritance descend?

At the date above stated the inheritance would descend to the mother and sister in equal moieties, and the nephews and nieces would be entirely excluded.

Previously to Justinian the mother would have succeeded under the *Senatus Consultum Tertullianum*, but in this case only, if she had three children.

Before the time of the *Senatus consultum*, save by special Imperial Rescript, the mother would only have been admitted amongst the *Cognati*.

NOTE.—In Justinian's time the mother ranked next to the *Sui heredes*, but brothers and sisters of the intestate, whether of the whole or of the half-blood, were admitted with her.

105. "A" dies intestate, leaving one brother who had

been emancipated before their "father's" death, and also a grandfather. Upon whom did "A's" inheritance devolve?

By the law as laid down in the Institutes, the brother and the grandfather both being *Agnati* in the second degree would succeed jointly, except that the emancipated son would only receive three-fourths of what he would have received had he not left the father's family.

In and after the year A.D. 534 (subsequent to the publication of the Institutes), the emancipated son and the grandfather would have taken the inheritance in equal moieties, the share of the emancipated son being subject to no deduction.

106. "*A*" dies intestate, leaving brothers and sisters and nephews and nieces, the children of a deceased sister. How does the inheritance descend?

The brothers and sisters would inherit the whole inheritance equally, as *Agnati* in the second degree, to the entire exclusion of the children of the deceased sister.

NOTE.—Previously to Justinian's time the children of a deceased sister would have been *Cognati* only to their maternal uncle. Justinian, it is true, made them *Agnati* (see *post*, Ques. No. 100), but only allowed them to succeed as such in case there were no brothers and sisters living, or, in other words, did not permit them to take their mother's share by representation.

107. Explain fully the rights which a patron possessed

in the goods of his freedman, in case such freedman died testate or intestate.

The Twelve Tables gave the succession of freedmen in case they died intestate, and without *Sui heredes* to their patron. If they made a will they could entirely exclude their patrons, and if they died intestate, leaving *Sui heredes*, the patron was equally excluded.

(A female slave could not exclude her patron, for, as on the one hand, she could not make a testament; so, on the other hand, she could not exercise *potestas*, and therefore had no *Sui heredes*.)

By the Prætor's Edict, every freedman having no children was compelled to leave one-half of his property to his patron.

If he had children, natural or adoptive, then, if they were instituted heirs in the testament, or being omitted therein had demanded *possessio bonorum contra tabulas*, the patron was excluded; but disinherited children did not exclude the patron.

The Lex Papia, A.D. 9, enacted that every freedman whose fortune exceeded 100 *Aurei* should be compelled to leave his patron one-half, unless such freedman had three children, in which case the patron was wholly excluded.

If the freedman had two children, the patron shared the inheritance with them, *i.e.*, each had a third.

Justinian allowed a freedman, whose fortune was less than 100 *Aurei*, whether he had children or not, to make a testament, and entirely exclude his patron, but reserved the rights of the patron in case the freedman died intestate. If his fortune was more than 100 *Aurei* then, if he had children, they entirely excluded the patron.

If he had no children, but made a testament omitting the patron, Justinian gave the patron a third share in the inheritance, and not a half as before.

If he died intestate, without children, the patron still took the whole inheritance by virtue of the *Twelve Tables*.

108. *What do you understand by the term "Assignment of freedmen"? By what law was it permitted?*

The words "*Assignment of freedmen*" are used to express the right which a master who had emancipated a slave, and thus become his patron, possessed, to assign his rights of patronage to one of his descendants in his power.

The right was only possessed by those fathers who had two or more children in their power; and if a father, after assigning a freedman to his son, should emancipate that son, or if the son should die without issue, the assignment would be destroyed.

The assignment of freedmen was first permitted by a *Senatus-Consultum* of Claudian, A.D. 45. Before that law, and afterwards, unless the patron had availed himself thereof, the inheritance of freedmen belonged to all the children of the patron in equal shares.

Assignment could be effected by testament or in any way *inter vivos*, provided the intention was clearly shown.

109. *State the various kinds of Bonorum possessiones under which the prætor gave admission to the goods of an inheritance.*

When there was a testament the *Bonorum possessiones* used by the prætor were two :

1st. *Possessio bonorum secundum tabulas*.

2nd. " " *contra tabulas*.

Possessio secundum tabulas was given in conformity with the terms of a will to those named therein as *heredes*, when there was no person entitled to make a claim against the will, or none who chose to make such a claim. It was also given when the will lacked some legal formality, provided it had the proper number of witnesses (seven).

Possessio contra tabulas was given to descendants improperly passed over in the testament.

If there was no testament the *Bonorum possessiones* used by the prætor were eight :

1st. *Possessio bonorum unde liberi*,

2nd. " " *unde legitimi*,

3rd. " " *unde decem personæ*,

4th. " " *unde cognati*,

5th. " " *tum quem ex familia*,

6th. " " *unde liberi patroni patronæque
et parentes eorum*,

7th. " " *unde vir et uxor*,

8th. " " *unde Cognati manumissoris*.

Possessio unde liberi was given to *Sui heredes*, and those permitted by the prætor to rank with them (see *post*, Ques. No. 99).

Possessio unde legitimi was given to the *Agnati* and those placed amongst *Agnati* (see *post*, Ques. No. 100).

Possessio unde decem personæ was given to ten persons, *viz.*, the parents, grandparents, son, daughter, grandson, granddaughter, brother, or sister of the intestate, being a freedman, to the exclusion of the

person who had acquired the rights of patronage over him, by having been the fictitious purchaser before his emancipation, and having himself emancipated.

Possessio unde Cognati was given to the blood relations of the intestate so far as the sixth, and in one case the seventh degree.

Possessio tum quem ex familia gave the inheritance of a freedman to the nearest relation in the family of his patron, in case the *sui heredes* of the patron had not claimed as legitimate heirs.

Possessio unde liberi patroni patronæque et parentes eorum (probably) gave the inheritance of freedmen to the descendants and ascendants of the patron although they were not in his family, but only related as *Cognati*.

Possessio unde vir et uxor gave husbands and wives reciprocal succession to each others' inheritance, but only after the *Cognati*.

Possessio unde Cognati manumissoris given to any of the blood relations of the patron, allowing them to succeed to the goods of his freedmen.

Note.—Each of the *Bonorum possessiones* had to be demanded by parents and children within one year, and by such others as had a right to demand them, within one hundred days from the time when they first became aware of their rights.

110. Which of the *Bonorum possessiones* used by the *Prætor* were abolished by Justinian? and why?

Justinian abolished the **Possessio unde decem personæ**,

it having been first rendered unnecessary, from the fact that under his legislation every fictitious purchaser who himself emancipated acquired no rights of patronage, but only held such rights in trust for the master—the real manumittor.

The alteration made in the law of patronage (see Ques. No. 107) rendered the *possessio tum quem ex familia*, the *Possessio liberi patroni patronæque et parentes eorum*, and the *possessio unde Cognati manumissoris* useless, and they were consequently unannulled by Justinian.

The *Bonorum possessiones* used by Justinian were therefore—

Relating to testate succession.

1st. *Possessio secundum tabulas*.

2nd. *Possessio contra tabulas*.

Relating to intestate succession.

1st. *Possessio unde liberi*.

2nd. *Possessio unde legitimi*.

3rd. *Possessio unde Cognati*.

4th. *Possessio unde vir et uxor*.

111. Give a description of the mode of acquiring a "*universitas*" by *Arrogation*.

Arrogation was the act of a person *sui juris* voluntarily entering another family, and subjecting himself to the *potestas* of the *paterfamilias* thereof.

All the property, whether in possession or not, of the arrogated person passed to the *Arrogator*. The *Arrogator* was not bound to pay the debts of the arrogated, but creditors were allowed by the prætor to proceed against any property which belonged to the

arrogated, at the time of the arrogation, as if it still belonged to him.

Justinian enacted that the *usufruct* only, of property (except property coming from the arrogator) acquired by the arrogated after the arrogation, should go to the *Arrogator* and that the arrogated person himself should have the *Dominium*, and moreover, that if the arrogated person died, both his children and his brothers and sisters should succeed thereto before the *Arrogator*.

112. *What is the legal meaning of the term "Obligatio"?*

Obligatio in its strict sense means the tie imposed by the law, which binds the person who owes a duty to another (*Debitor*) to the person to whom that duty is due (*Creditor*).

All the duties which a *Debitor* could owe to a *Creditor* were summed up by the Roman jurists in the three words *dare, facere, præstare*—to give, to do, to make good to.

113. *Give the four great sources of Obligations treated of by Justinian, and the subdivision of the same.*

The sources of Obligations are—

- 1st. **Contract.**
- 2nd. **Quasi Contract.**
- 3rd. **Delicts** (wrongs).
- 4th. **Quasi Delicts.**

Obligations arising from **Contract** are of four kinds—

1st. **Re**—Arising from the delivery of the thing, the subject of the contract.

2nd. **Verbis**—Arising from a particular form of words (*stipulation*).

3rd. **Literis**—Arising from entries or writings in ledgers (*codices*).

4th. **Consensu**—Arising from mere consent.

Four kinds of obligations made "*Re*," and four kinds of obligations made "*Consensu*," are noticed by Justinian—thus making, with obligations "*Verbis*" and "*Literis*," ten heads of obligations arising from contract (see Ques Nos. 116 and 119).

114. *Define a contract and a pact, and state which of the ten heads of contract recognized by the Romans gave rise to Unilateral, and which to Bilateral obligations.*

A contract is an agreement (*conventio*) between two parties, manifested by an offer (*pollicitatio*) on one side and acceptance of the offer on the other. To this offer and acceptance is added a third element, viz., the "*Vinculum juris*," or the tie of law, which binds the parties to their agreement, and prevents retractation.

A *pact* is an agreement not coming under either of the ten heads of contract, nor binding as an innominate contract by having been executed on one side. Its distinguishing characteristic was that it could not be enforced by action, although it gave rise to a natural obligation.

A pact, however, could be used as a defence

(*Exceptio*) to an action; and in late times an action was attached to some few pacts, as *e.g.* in the time of Justinian, the agreement to give.

Contracts made "*Verbis*" and "*Literis*" were always *Unilateral*, or binding only on one party.

Contracts made "*Consensu*" were always *bilateral*, or binding on both parties.

Contracts made "*Re*," although primarily *unilateral*, were *bilateral* in so far that under some circumstances the receiver of the thing had an action for any extraordinary trouble or expense which he had been occasioned.

115. *Explain actions (a) "Stricti juris," (b) "bonæ fidei," (c) "Arbitrariæ," and state to which kind of action each of the ten heads of contract gave rise.*

(a) Actions *Stricti juris* were such personal actions as sprang from the civil law, and in which the Judge was compelled to decide in strict conformity with the terms of the law.

(Sometimes in *Stricti juris Actiones* the Judge was, in express terms, commanded by the prætor to treat the action as though belonging to *bonæ fidei Actiones*.)

(b) *Bonæ fidei* actions were those personal actions in which a latitude was given to the Judge, to decide according to equity and good faith. In such actions the Judge was not bound by the restrictions of the *Jus civile*, but could take notice of custom, and usage, allow sets-off (*compensationes*), and take cognizance of fraud (*Dolus*), although such defences were not pleaded in the *formula*.

- (c) Actions *Arbitrarie* were real actions, in which the Judge had a latitude given to him to punish in damages the defendant who would not restore (*nisi restituat*) the thing, the subject of the action.

Contracts made *Verbis* and *Literis* were enforced by actions *Stricti juris*.

The four contracts made *Consensu* were enforced by *bonæ fidei* actions.

Of the four contracts made "*Re*" three were *bonæ fidei*; viz. *Commodatum*, *Depositum* and *Pignus*; the fourth, i.e., the contract of *Mutuum*, was enforced by the *Condictio ex Mutuo*, which was an action *Stricti juris*.

116. Describe the four contracts made "*Re*."

The contracts made "*Re*," i.e. by the actual delivery and receipt of a thing, were as follows:—

- (a) **Mutuum.**
 - (b) **Commodatum.**
 - (c) **Depositum.**
 - (d) **Pignus.**
- (a) Only things which could be weighed, measured, or counted could form the subject of a "*Mutuum*."

The obligation of "**Mutuum**" arose when a person gave to another a thing, or quantity of things, upon the condition that he received back, not the same things, but others of like nature, quantity and quality.

A person who received a payment by mistake was

bound to the person making such payment, as though he had received a *mutuum*, i.e., he need not give back the particular pieces of money, but could be forced by the *Actio condictitia* to give back money of like value.

- (b) A contract of "**Commodatum**" arose when one person delivered over a thing to another to be used by the party to whom it was delivered.

In this case the ownership did not pass to the receiver (*Commodatarius*), but the possession only. The thing itself had to be given back, and it would not do that another thing of the like nature and value was tendered.

A *Commodatum* was always gratuitous.

- (c) A contract of "**Depositum**" arose when a person, for his own convenience and benefit, placed his property in the possession of another person for safe keeping. A *Depositum*, like a *Commodatum*, was necessarily gratuitous.

- (d) A contract of **Pignus** arose when one person pledged property to another, and delivered the property over.

NOTE.—All contracts made "*Re*" (as stated) were *bonæ fidei*, except that arising from *mutuum*. They all, moreover (save *mutuum*), gave rise, indirectly, to *bilateral obligations* (see *post*, Ques. No. 114).

117. *To what actions did each of the ten heads of contract give rise?*

- (a) The contract of **Mutuum** gave rise to the **Condictio ex mutuo** or **Actio mutui**, which was an action *Stricti juris*.

- (b) The contract of **Commodatum** gave rise to the **Actio Commodati Directa** or **Contraria**. **Directa**, if brought by the owner of the thing lent to recover it, or to recover its value. **Contraria**, if brought by the receiver of the thing (*commodatarius*) against the lender (*commodans*) for any expense he had been necessarily put to.
- (c) The contract of **Depositum** gave rise to the **Actio Depositum**, which was **directa** and **contraria** in the same way as the *Actio commodati*.
- (d) The contract of **Pignus** (pledge) gave rise to the **Actio pigneratitia**, **Directa**, and **Contraria**; **Directa** when brought by the pledgor to recover the thing from the pledgee; **Contraria** when brought by the pledgee against the pledgor to recover any expenses he had been necessarily put to in keeping the pledge safe.

(The Actions **Commodati**, **Depositum**, and **Pignus** were all *bonæ fidei*.)

- (e) A contract made **Verbis** (*i.e.*, by stipulation) gave rise to the **Condictio certi** when the thing stipulated for was something certain; to the **Condictio incerti**, or as it was sometimes called the **Actio ex stipulatu**, when the thing stipulated for was uncertain.

Both Actions were *Stricti juris*, and belonged to the stipulator only.

- (f) A contract made "**Literis**" (by writing) was enforced by a **Condictio certi**.
- (g) The four consensual contracts—
 - (a) **Sale**,
 - (b) **Letting and hiring**,

(c) **Partnership,**

(d) **Mandate,**

were enforced respectively by the following actions :—

(a) **Actio Venditi—Actio Empti,**

(b) **Actio locati—Actio conducti,**

(c) **Actio pro socio,**

(d) **Actio Mandati directa and contraria.**

(a) The **Actio Venditi** was brought by the seller against the buyer to compel him to pay the price or receive the goods. The **Actio Empti** was brought by the buyer to compel the seller to deliver up the goods.

(b) The **Actio locati** was brought by the letter to recover from the hirer the price of the hiring. The **Actio conducti** was brought by the hirer to recover any necessary expense he may have been caused.

(c) The **Actio pro socio** could be brought by one partner against another, either to enforce division of profits, or to dissolve the partnership.

(d) The **Actio Mandati Directa** was brought by the *Mandator* to recover from the *Mandatarius* the benefits resulting from the mandate. The **Actio contraria** was brought by the *Mandatarius* to obtain repayment of any expenses necessarily incurred.

(All the Actions arising from consensual contracts were *bonæ fidei*.)

Diligentia? Distinguish between persons who had to use different degrees of diligence.

There were three degrees of *Culpa*, and three degrees of *Diligentia*.

The three degrees of *Culpa* were—

- (a) **Culpa lata**—very gross negligence.
- (b) **Culpa levis**—slight negligence.
- (c) **Culpa levissima**—very slight negligence.

The three degrees of *Diligentia* were—

- (a) **Diligentia maxima**—that shown by a *bonus paterfamilias*.
- (b) **Diligentia media**—that which ordinary persons generally manifest in their own affairs (*quanta in suis rebus*).
- (c) **Diligentia minima**—that which the *particular* person under consideration usually manifested in his own affairs.

A person responsible for very slight negligence (*culpa levissima*) had to exercise the greatest diligence, *i.e.*, that of a *bonus paterfamilias*. A person responsible for slight negligences (*culpa levis*) had to exercise the diligence of ordinary business persons (*quanta in suis rebus*). A person only responsible for gross negligence (*culpa lata*) had only to exercise the same diligence that he usually exercised over his own matters, although this might be far short of the diligence of an ordinary man of business.

All persons who had a beneficial interest in the thing delivered to them (*e.g.* a *commodatarius*), or who had any duty entrusted to them to perform, were bound to use the diligence of a *bonus paterfamilias*; in other words, were liable for *culpa levissima*.

Depositaries, as they derived no personal advantage,

were only required to use the diligence which they employed in their own affairs; in other words, were only answerable for *culpa lata*. The same rule applied to partners.

NOTE.—If the deposit was at the request of the depositary, or rendered necessary by an occasion of urgency, as, *e.g.* a fire, the depositary would be liable for *culpa levissima*, and if he denied that he had received the deposit, was also liable to pay double its value.

Pledges, as they were not alone benefited by the contract, but only equally with the pledgors, were required to use *media diligentia* for the preservation of the property; in other words, could be made liable for *culpa levis*, but not for *culpa levissima*. X

119. *State the various Contracts which could be entered into by consent only, and give a description of such contracts.*

The Contracts which could be entered into by consent only were—

(a) Emptio venditio ,	Sale and purchase.
(b) Locatio conductio ,	Letting and hiring.
(c) Societas ,	Partnership.
(d) Mandatum ,	Mandate.

(a) The contract of sale was complete as soon as the price was agreed upon, but if the terms of the sale were to be in writing the contract was not complete until the writing was drawn up and signed. The price was necessarily a sum of money, otherwise the contract would not be one of sale. As soon as the contract was

complete, although the thing bought remained in the possession of the seller, the buyer took all risks. The seller, however, had to use for the preservation of the thing, the diligence of a *bonus paterfamilias*.

(b) The Contract of letting and hiring was complete as soon as the price of the hiring was agreed on. The price of the hiring was bound to be a sum of money.

The *conductor* (hirer) was bound to use the diligence of a *bonus paterfamilias* for the preservation of the thing hired. If having done this, the thing was nevertheless lost or destroyed, the loss fell upon the *locator* (letter).

(c) The Contract of partnership could embrace either the whole or a part of the goods of the partners (see Ques. No. 125). In the absence of arrangement the partners shared loss and profit equally; but there could not be a *leonina societas*, i.e., a partnership in which one partner took all the profits. One partner could only act as agent for another if he was expressly authorized.

(d) The Contract of mandate (introduced in consequence of the rule of law that one person could not represent another) was entered into between the *Mandator* and the *Mandatarius*, to the end that the *Mandatarius* should in his own name enter into a contract with a third party, the benefit of which contract should accrue to the *Mandator*, either solely, or jointly with the *Mandatarius* or others, or to some third party.

A mandate was always gratuitous, and although a *Mandatarius* could benefit with the *Mandator*, or with others, by the mandate, yet a mandate for the benefit of the *Mandatarius* alone was void.

120. *When a contract of sale had been entered into, what were the duties of the buyer (emptor) and seller (venditor) respectively?*

The duties of the buyer were :—

- 1st. To pay the price, and make the seller owner of the money paid by making a proper *traditio* thereof.
- 2nd. In case the purchase money was not at once paid, to pay interest thereon from the day of the purchase.

The duties of the seller were :—

- 1st. To hand over the thing purchased to the buyer, and give him undisturbed and lawful possession.
- 2nd. To recompense the buyer if he was evicted, *i.e.*, deprived of the property by some one having a better title.
- 3rd. To secure the buyer against secret faults.

NOTE.—In late times if the buyer was evicted he could bring against the seller the “*Actio ex empto*,” and recover double the value of the thing, whether a stipulation to this effect had been made or not.

121. *What alterations were made by Justinian in the contract of sale?*

Justinian enacted that where the parties to a contract of sale had mutually agreed that the terms thereof should be reduced into writing, the contract should not be complete, although the price was agreed on, until such terms were reduced into writing.

Where after a contract of sale had been made, the buyer had given to the seller, either a part of the price

or something as earnest (*arræ*), Justinian permitted the buyer to refuse to carry out the contract. In such a case he lost the earnest that he had deposited but nothing more. The seller could also, in a case in which earnest had been given, retract, upon payment to the buyer of double the value of the earnest.

122. *In what ways could the contract of "Mandate" be extinguished?*

A mandate validly made could be extinguished—

- 1st. If it was revoked by the *Mandator* before execution.
- 2nd. If before its execution either the *Mandator* or the *Mandatarius* should die. (If in ignorance of the death of the *Mandator*, the *Mandatarius* executed the mandate, it would nevertheless be good.)

123. *In what ways could the contract of "societas" be ended?*

A contract of *Societas* (partnership) could be dissolved—

- 1st. By both parties agreeing to dissolve it, or by one party renouncing, provided he renounces with no fraudulent object.
- 2nd. By the natural, or civil, death of either of the parties to the partnership.
- 3rd. When the purpose, or purposes, for which the partnership was established is, or are, accomplished.
- 4th. By efflux of time, *i.e.*, when a certain time for the continuance of the partnership has been agreed on.

- 5th. By compulsion, as when one partner compels a dissolution of the partnership by action.
- 6th. By the bankruptcy of a partner, or by his making a *cessio bonorum*.

124. *In what ways could the contract of "Locatio-conductio" be ended?*

The contract of *Locatio-conductio* was ended—

- 1st. If the *Locator* (letter) who had contracted to do a particular work died before he completed it.
- 2nd. If the letter sold the thing which he had let on hire. (This he had a right to do, being still regarded as the *Dominus* of the thing.)
- 3rd. If the money due from the *Conductor* as the price of the hiring was two years in arrear.
- 4th. If the *Locator* prevented the *Conductor* from enjoying full benefit from the thing hired, or if the *Conductor* grossly misused the thing.
- 5th. (Probably.) If the *Locator* had very urgent need of the thing which he had let on hire.

125. *Distinguish between (a) "Locatio conductio rerum;" (b) "Locatio conductio operarum;" (c) "Locatio conductio operis faciendi." What were the duties of the Locator and the Conductor?*

- (a) **Locatio conductio rerum** was the ordinary case of one person letting to another, in consideration of a sum of money, a particular thing.
- (b) **Locatio conductio operarum** was where one person let to another his services in consideration of a sum of money.

- (c) **Locatio conductio operis faciendi** was where one person undertook, in consideration of a sum of money, to do some particular piece of work for another.

The duties of the *Locator* (letter) were :—

- 1st. To guarantee the *Conductor* against eviction.
- 2nd. To compensate him for any necessary expense that he may have been put to.

The duties of the *Conductor* (hirer) were :—

- 1st. To take of the thing hired the care of a *bonus paterfamilias*.
- 2nd. To pay the price agreed on.
- 3rd. To restore the thing to the *Locator*, when the time for which it was hired had expired.

126. *What were Innominate contracts? State why they were so called, and whether they could be enforced by action.*

If an agreement had been made between two parties which did not belong to any one of the ten recognized heads of contract, *i.e.*, had not been made either "*Re*," "*Verbis*," "*Literis*," or "*Consensu*," yet if it had been executed by one of the parties, the prætor would force the other party to execute it also.

Such contracts were called "Innominate Contracts," because they had no special name.

The action permitted by the prætor for their enforcement was called "*Actio in factum præscriptis verbis*," because the *formula* was framed to meet the particular

circumstances, and a few words explaining the circumstances were placed in the *formula*.

Innominate contracts might arise between parties in one of the following ways:—

Do tibi ut des—I give to you that you may give something to me.

Do ut facias—I give to you that you may do something for me.

Facio ut des—I do for you that you may give something for me.

Facio ut facias—I do for you that you may do something for me.

127. *In what way could a contract be entered into by words? What were the incidents of such a contract?*

Contracts made by words were called “**Stipulations**,” and took the form of a question and answer.

The question was asked by the stipulator, for whose benefit the contract was intended; the answer to the question was given by the promissor, who was the party bound.

When the parties were both Roman citizens, the following were the necessary words to be employed—*Ques.—Spondes?* Do you engage yourself? *Ans.—Spondeo.* I do engage myself.

If the parties were not Roman citizens, other words, such as *Promittis? Promitto.—Fidepromittis? Fidepromitto*, could be used. After the year 469 A.D. no express form of words was necessary.

A stipulation could be made either "*simply*," in which case the thing stipulated for was at once due, and could be at once demanded, or "*in diem*," in which case, although the thing was still due, yet it could not be demanded until the expiration of the time upon which it was dependent, or "*conditionally*," in which case the thing stipulated for was not even due until the condition on which it depended happened.

Everything capable of being held *In patrimonium* could be the subject of a stipulation. An impossible condition attached to a stipulation rendered the stipulation void, and until the time of Justinian a person could not validly stipulate for something to be given him after his death. Stipulations *contra boni mores*, or stipulations for things which could not exist, and generally all absurd stipulations, were void.

128. *Describe the rights and liabilities of accessory parties to stipulations.*

The accessory parties to stipulations were—

- (a) **Adstipulatores**,
- (b) **Cc-promissores**,
- (c) **Sponsores**,
- (d) **Fidepromissores**,
- (e) **Fidejussors**.

- (a) **Adstipulatores** were persons joined with the stipulator, who received the same promise from the promissor.

They were only made use of when the stipulation was for something to be done after the stipulator's death.

If the adstipulator sued on the stipulation, the stipulator himself could not ; and if one co-promissor was sued, all the rest were *ipso facto* released. The co-promissor could protect himself by recovering from the other co-promissors, or he could have the actions which the stipulator possessed against the other co-promissors given up to him (*beneficium cedendarum actionum*).

(b) **Co-promissores** are perhaps more rightly regarded as each being a principal, for although one need not take so great an obligation upon himself as the others—*ex-gr.*, one could stipulate simply, the other conditionally—yet they were all equally bound by the promise.

(c.d.) **Sponsores** and **Fidepromissores** were guarantors for the promissor. *Sponsores* were guarantors who were Roman citizens. *Fidepromissores* were guarantors who were not citizens but *peregrini*. Their rights and obligations were almost exactly identical. They could not be bound for more than the principal, could only be added in obligations arising from stipulations, and did not transmit their liability to their heirs.

By a **Lex Furia**, B.C. 95, their obligation was not to be binding on them after two years from the time at which it could have been enforced, and the amount of liability was divided between all the *Sponsores* and *Fidepromissores* living at the time the action was brought.

A **Lex Apuleia**, B.C. 102, allowed a *Sponsor* or *Fidepromissor*, who had paid the whole debt,

to recover from his *co-sponsors*, or *co-fidepromissores*, their respective shares.

A **Lex Cornelia**, B.C. 82, forbade any one, under any name, to bind himself as guarantor for the same debtor to the same creditor in one year, for more than 20,000 sesterces.

(e) **Fidejussors** were guarantors, who could be added, not only in stipulations, but in every kind of contract. Their heirs were bound by their engagement; they could be added after the obligation had been entered into, but could not be bound for more than the principal.

Each *Fidejussor* was bound for the whole debt, but they could use either of the following privileges:—

- (a) **Beneficium divisionis**, established by Hadrian, giving a *Fidejussor* power to insist that the claim should be brought against all the *Fidejussors* proportionately.
- (b) **Beneficium cedendarum actionum**, by which he could insist that the creditor should give to him the actions which he (the creditor) had against the principal debtor.
- (c) **Beneficium Ordinis**, established by Justinian, by which the creditor was bound to sue the principal debtor before he could sue the *Fidejussors*.

129. *How many kinds of stipulations were there? Give an instance of each kind.*

Stipulations could be of four kinds:—

- 1st. **Judicial**,
- 2nd. **Prætorian**,
- 3rd. **Conventional**,
- 4th. **Common**.

A **Judicial** stipulation was one entered into before a judge, at or previously to a trial, for some purpose connected with the trial.

Ex. gr.—A judge might order a defendant to stipulate that he would carry out the sentence if adverse to him, without any attempt at fraud. (*De dolo cautio*).

A **Prætorian** stipulation was one entered into before the prætor when the parties were *in jure*.

Ex. gr.—A prætor might, upon application to him, insist that one person should enter into a stipulation to secure another person against apprehended injury or loss (*damnum infectum*); as, if a person's house was in imminent peril of falling, the consequence of its falling necessarily being to injure the property of some other person.

A **Conventional** stipulation was the ordinary case of one person stipulating with another. Consent of the parties, and a thing capable of being stipulated for were the only requisites.

A **Common** stipulation was one which was entered into, sometimes before the judex, and sometimes before the prætor.

Ex. gr.—If in an action by a tutor, suing on behalf of his pupil, the defendant objected to pay the claim on the ground that the tutor had not given the usual security that he would account for the pupil's property, it became the duty of the judge (*judex*) to require the

tutor to give such security by means of a stipulation, to be entered into before himself.

The duty of taking security from tutors usually pertained to the praetor.

130. (a) "A." stipulates with "B." for the sale of a horned horse. (b) "A." stipulates with "B." for the gates of the city. (c) "A." stipulates with "B." that "C." shall give him 100 aurei. (d) "A." stipulates with "B." that he (B.) shall give to "C." 100 aurei. (e) "A." stipulates with "B." and attaches to the stipulation an impossible condition. (f) "A." stipulates with "B." for 100 aurei after his (A.'s) death. Which of these stipulations were valid? which invalid?

All the above stipulations would be invalid except the last.

- (a) Invalid because the subject of the stipulation could not possibly exist.
- (b) Invalid because the gates of the city were *Extra-patrimonium*, i.e., not capable of being possessed by private individuals.
- (c) Invalid because two parties could not enter into a stipulation to bind a third party.
- (d) Invalid because two parties could not enter into a stipulation for the benefit of a third party.
- (e) Invalid, as were all stipulations founded upon impossible conditions, or to which impossible conditions were attached.
- (f) Invalid previously to Justinian's reign, but expressly permitted by him.

131. (a) "A." (a slave) stipulates with "B.," that "B." shall pay him 100 aurei. (b) "A." stipulates with "B." (a slave) that "B." shall pay him 100 aurei. Were these stipulations good?

(a) This was a valid stipulation, and binding upon "B.;" the benefit thereof, however, did not accrue to "A." but to his master, the law being, that in whatever way a slave entered into a stipulation the master reaped the benefit.

(If "A.'s" master was dead, the benefit of the stipulation went to the inheritance, and thus ultimately to the heir.)

(b) This stipulation was invalid, for the slave not having a "*persona*" could not be held personally liable, and the law would not permit him to bind his master.

132. What do you understand by the "*Exceptio non numeratæ pecuniæ*"? When could the plea be used?

The exception "*non numeratæ pecuniæ*" was the plea which, within a certain time, could be made use of by a defendant against whom an action for money received was brought. It was in effect a denial that the money had ever been received by him.

The time within which this plea could be used was formerly five years, but was reduced by Justinian to two years.

This plea was used in actions brought on contracts made "*litteris*," when the plaintiff brought forward

against the debtor as evidence of the debt, his (the plaintiff's) *codex*, or ledger, in which was an entry of the debt. If the plaintiff could prove that this entry was inserted with the debtor's consent, or if the debtor had made a corresponding entry in his own ledger, the law declared that an irrevocable contract was thus created between the parties. Even if the consent could not be proved, and there was no entry in the debtor's ledger, yet if the entry was in the ledger of the creditor, the plea "*Non numeratæ pecuniæ*" could only be used within the time above stated. If the debtor had suffered this time to elapse, then, whether his consent was proved or not, and notwithstanding that the money had never been received by him, the creditor could recover.

133. *Could persons other than Roman citizens enter into a contract by writing?*

It was only Roman citizens who kept ledgers or *Codices*.

Strangers (*peregrini*) had, however, the right to make contracts in writing, upon which writing an action could be brought.

Such a writing if signed by both the parties to the contract was called "*Syngraphæ*;" if signed by the party to be charged only "*Chirographa*."

Syngraphæ and *Chirographa* were of more value than the entry in the *Codex* of the Roman citizen, as an action could be brought directly upon these writings, whereas the entry in a ledger was only admissible proof of a contract having been made.

134. *Explain the meaning of "quasi" Contracts, and give instances of obligations thus arising.*

Quasi Contracts were such as arose from no express agreement, and from no delict, but from one person being in such a situation, or having done such acts, as placed him in the eye of the law under an obligation to another.

(Such contracts in English law would be spoken of as implied contracts.)

The action which a person has against another who, unsolicited, has taken upon himself the business of the former, and managed his affairs during his absence (*Actio negotiorum gestorum directa*), and, conversely, the action which the latter has against that person whose affairs he has managed, for necessary expenses thus incurred (*actio negotiorum gestorum contraria*) are instances of actions arising from obligations contracted *quasi ex contractu*.

The actions which can be brought by and against Tutors and Curators (*Actio Tutelæ directa or Contraria*, and *Actio negotiorum gestorum directa or contraria*), arise *quasi ex contractu*.

The *Actio Communi dividundo*, by which each of several legatees who have received a thing in common is bound to the others to properly divide the same, arises *quasi ex contractu*.

There were many other actions which arose from obligations contracted *quasi ex contractu*.

135. *When money was paid under a mistake, did*

this always give rise to an implied quasi contract enabling the payor to recover back the money from the payee?

As a rule, when money was paid by mistake, it could be recovered back by an action founded upon an obligation, *quasi ex contractu*; but this was not always so.

Before Justinian's time, if the heir denied the right of a legatee to receive a legacy left to him *per damnationem*, he was liable to pay double the amount of the legacy. If he paid a legacy so left, by mistake, he could not recover the money by an action *quasi contractu*, as the law presumed he so paid, to avoid becoming liable for the penalty.

Justinian put all legacies on the same footing, but enacted that, only in the case of legacies left to churches, or other holy places, should the effect of denial be to make the heir liable to pay double the amount.

By the *Lex Aquilia*, A.U.C., 468, certain penalties were imposed on persons guilty of injury to property. If a person paid money to satisfy an obligation which he supposed he had contracted under this *Lex*, although, as a fact, no obligation ever existed, he could not recover the money, as in this case also the law presumed that he had only paid to avoid the penalty.

136. *What were the modes in which obligations, arising from contract either express or implied, could be ended?*

The obligations arising from contract, in whatever

way made, could be ended by the fulfilment of the contract, according to the terms thereof.

To each form of formation of Contracts, which arose from the civil law, there was a corresponding form of dissolution.

Contracts made *per Æs et libram* were dissolved with the same ceremony with which they were formed, *i.e.* five witnesses and a *libripens* were called together, and in their presence the debtor, having struck the scales with a piece of money, tendered it as satisfaction of the debt.

Contracts made *Re* could be dissolved by this imaginary form of payment, as well as by the return of the thing, or its equivalent.

Contracts made "*Verbis*" could be dissolved by question and answer—*Acceptilatio* (see next Ques.).

Contracts made *Literis* could (probably) be dissolved by an entry in the *Codex*, or ledger of the debtor, made with the consent of the creditor, to the effect that the debt had been paid.

Contracts made "*Consensu*" could be dissolved by mutual consent without any formalities.

(This was only so if each party could be placed "*in statu quo*.")

Contracts were also regarded by law as dissolved if, without fault on either side, the subject of the contract perished.

In some cases—*ex. gr.*, where the contracts did not give rise to actions *Stricti juris*—contracts were regarded as dissolved when the debtor had a counterclaim against the creditor, of equal value with the claim of the creditor against him (*compensatio*).

137. *Explain the meaning of dissolution by Acceptilation, and state what you know of the Aquilian stipulation.*

Acceptilation was strictly a form used to dissolve obligations that had been made "*Verbis*."

The *Acceptilatio*, like the stipulations themselves, consisted of a question and answer, thus:—

Ques. *Quod ego tibi promisi habesne acceptum?*

Ans. *Habeo*.

A contract made in any other way than *Verbis*, although it could not actually be dissolved by *Acceptilatio*, yet if this form had been gone through, the debtor had a good defence to any action brought on the contract.

The **Aquilian Stipulation** was a form by which all contracts, no matter in what way they had been entered into, could be altered into contracts made *Verbis*, and could then be dissolved by *Acceptilatio*.

It was, in fact, a form by which a debtor obtained a universal relief from all the obligations which he owed to the creditor with whom he made the stipulation.

The **Aquilian Stipulation** was in these words:—

Ques. by the stipulator. "*Whatever you are, or shall be bound to give or do for me, everything for which I have any claim against you at law, all the property of mine which you possess, or which, but for your own fault, you should possess, whatever shall be the value of all these things, do you engage to give me for the same one hundred aurei?*"

Ans. by the promissor.—"*I do engage*" (*Spondeo*).

This stipulation, necessarily including all the obligations which a debtor could be under to a creditor, was

then dissolved by *Acceptilatio*, in the form above stated, and the release of the debtor was complete.

NOTE.—The *Aquilian stipulation* was introduced by the prætor Aquilius Gallus, who was a contemporary of Cicero.

—138. *Explain the meaning of “Dissolution by Novatio.”*

Dissolution by **Novatio** was the changing of an existing duty into another kind of obligation, the former obligation by such change being dissolved.

It was in truth nothing more than the dissolution of one obligation by the formation of another. It was necessary that the second obligation, which produced the *Novatio*, should be made either *Verbis* or *Literis*. (It was generally made *Verbis*.)

Novatio could be produced, either by the creditor stipulating with a new debtor with respect to the subject matter of the old contract, and thus releasing his former debtor, or, in some cases, by his stipulating with the original debtor for the thing already due from him. A stipulation between the contracting parties to the original contract only had the effect of a *Novatio* if some new term or condition was introduced into the second contract, and, in the time of Justinian, if the intention of the parties to dissolve the former contract was obvious.

NOTE.—Even if the second contract—assuming it was made between parties capable of entering into a stipulation—was for some reason incapable of being enforced,

it had nevertheless the effect of a *Novatio*, and dissolved the former contract.

139. *Titius, the part owner of a slave, sends him to stipulate on his behalf with a third person for the purchase of a horse, belonging to Titius. Could this be legally done?*

Yes, and the benefit of the stipulation would result to Titius.

A slave could stipulate for his master, although he could not bind his master by a promise.

A slave held in common acquired for all his masters equally, unless he entered into the stipulation at the command of one master, and unless the property, the subject of the stipulation, belonged to one master; in either of which events, the benefit of the stipulation accrued to the one master only.

140. *"A." sells to "B." a horse and cart. "B." pays for the horse, but leaves both horse and cart on "A.'s" premises. A fire breaks out and destroys the cart. The horse also is stolen from "A.'s" possession. On whom does the loss fall and why?*

As soon as "A." and "B." had agreed as to the price to be paid for the horse and cart, the contract of sale was complete, and the property thenceforth was at the risk of "B."

The horse having been paid for, the *Dominium* or

absolute ownership was in "B." The cart not having been paid for, the *Dominium* of the property still continued in "A.," but this was of small importance, as all the risk attached to "B."

It was necessary that "A." should exercise the diligence of a *bonus paterfamilias* in order to preserve the property left in his charge. If "A." had exercised this diligence, and the fire and theft occurred in despite thereof, the whole loss fell upon "B."

"A." would have been entitled to bring the *Actio Furti* against the thief.

141. *A slave stipulates for the licence to pass over the farm of Seius. Was any right thus acquired? if so, who acquired the right?*

Yes, such a right could be acquired in such a manner, but the benefit did not accrue to the master, but was personal to the slave; the rule being, that where a licence to do a thing is stipulated for, the benefit of the stipulation is personal.

142. *What obligations arise in each of the following cases?—*

(a) "A." promises "B." to manage his estates gratuitously during his absence abroad.

(b) "A." being absent, certain necessary expenses are incurred in connection with his estate, which expenses are paid by "B."

(c) "A." and "B." agree to change horses.

(d) "A." and "B." agree to buy a load of corn, and

to resell it by *rettil*. The purchase money is paid by them equally, but the profit is not to be divided equally.

(a) This was a *mandatum* for the benefit of "B." It gave rise to the *Actio negotiorum gestorum—directa* if brought by "B." to compel "A." to account for his stewardship—*contraria*, if brought by "A." to compel "B." to reimburse him for necessary expenses.

(b) This gave rise to a *quasi* contract, which "B." could enforce by bringing the *Actio negotiorum gestorum contraria*.

(c) This was a contract of exchange, and would not fall under either of the ten recognized heads of contract. If neither party had acted upon the agreement, the agreement would be incapable of enforcement (*pactum*). If it had been executed by one party, the prætor would compel the other party to execute it, by giving the *Actio in factum præscriptis verbis*.

(d) This was a partnership for a particular purpose (*societas rei unius*). The fact that the profit was not to be equally divided was immaterial, so long as all the profit was not given to one party.

The mutual obligation under which both "A." and "B." would lie to divide the profits could be enforced on either side by the *Actio pro socio*.

143. What obligations, if any, arise in each of the following cases?—

(a) "A." and "B." are partners. "B." in managing a branch of the business abroad lends £1000 to "C.," who is insolvent.

(b) "A" lends his watch to "B" from whom it is stolen by a slave.

(c) "A" hires a farm of "B" but becomes hopelessly in arrear with the rent. He advertises a sale by auction of his farm implements, intending, it is supposed, to emigrate with the proceeds of the sale.

(a) "A" would be able to recover the £1000 from "B" by action *pro socio*, for one partner never had any implied authority to bind another, except for purely administrative acts necessarily incident to the partnership.

(b) This was a contract of *Commodatum*, and, assuming that "B" (*the commodatarius*) had exercised the diligence of a *bonus paterfamilias* in the preservation of the watch, the loss occasioned by the theft would fall upon "A." "A" could bring an action against the master of the slave to recover the value of the stolen property, and the master would have the option either of paying the money or of giving up the slave to "A."

(c) Farm implements were regarded by law as subject to a tacit hypothec for the payment of the rent of the farm. "B" could bring the *Actio Serviana*, which was a real prætorian action, and have the farm implements declared to be his.

BOOK IV.

SUMMARY.

IN Titles 1 to 5 of this book, Justinian speaks of obligations arising from *Delicts*, *i.e.*, acts expressly declared by law to be wrongs entitling the party injured thereby to reparation; also of *quasi Delicts*, *i.e.*, acts not declared to be delicts, but which were yet esteemed to be wrongful acts, entitling the party injured to sue the wrongdoer, as if (*quasi*) he had committed a delict.

These Titles include an account of the different kinds of theft, and the penalties attached thereto by law; of theft with violence (*vi bona raptu*); of injuries, the punishment for which was declared by the *Lex Aquilia*; and of injuries generally.

The whole subject of Obligations is brought to a close in Title 5 with some illustrations of obligations arising *quasi ex delicto*.

Almost the whole of the remainder of the Institutes is occupied with a detailed account of the various forms of actions which could be brought to recover property, or to enforce obligations.

In Title 6 Justinian—after declaring that all actions are either real or personal, and mentioning some real actions arising from the *Jus Civile*—discusses various real and personal actions which were originated by the prætor.

Actions to recover a thing, to recover a penalty, or to recover both a thing and a penalty—called mixed actions—are next treated of.

The actions which may be brought by third parties against parents and masters, to obtain ratification, or fulfilment, of contracts entered into with those in their *potestas*, and the actions—called noxal actions—in which a person could rid himself of any liability which he had incurred through the delicts of those in his *potestas*, by giving up the wrong-doer to the party injured, are discussed in Titles 7 and 8.

Title 10 states that persons who are entitled to bring actions, may do so, if they are *Sui juris*, in person or through procurators; if they are *alieni juris*, through their Tutors or Curators.

The rules as to the security to be given by parties to actions, or their procurators, with an account of the alterations made by Justinian in the system of giving security, are discussed in Title 11.

Title 12 treats of the distinction between actions which can be brought at any length of time after the cause of action has accrued (*perpetuæ*), and actions which must be brought within a fixed time (*temporales*); also of actions which either do or do not pass to or against the heir.

Titles 13 and 14 are occupied with an account of the pleas which could be used in an action, viz., the *Exceptio*, the defence; the *Replicatio*, the reply to the defence; the *Duplicatio*, the answer to the reply, and further pleas.

Title 15 introduces the subject of the Interdict. Interdicts were a kind of *formulae* issued by the prætor (generally) forbidding something to be done. They were

divided according as they were prohibitory, restitutory, or exhibitory, and again divided according as their object was to acquire, to retain, or to recover possession.

The penalties incurred by those who without just cause enter into litigation, and the powers and duties of the judge to whom a matter in litigation is referred for decision and judgment, are discussed in Titles 16 and 17.

A brief sketch of public offences, a subject foreign to those with which the Institutes profess to deal, occupies the last Title.

BOOK IV.

144. *Define a delict, and mention the various kinds of delicts, noticed by Justinian.*

A *delict* was an act committed in violation, either of the rights of property, or of the ingredients of status, and which gave rise to a civil action *ex delicto*. No act could be a *delict* unless declared to be so by law. Evil intent was not an indispensable requisite of a *delict*.

The following are the *delicts* noticed by Justinian :—

1st. **Furtum**, or theft (see next Ques).

2nd. **Vi bona rapta**.—Theft accompanied by violence.

Reparation for this delict could be obtained by means of the action *vi bonorum raptorum* which could be brought by the owner or by the person who had the custody only of the thing stolen. The penalty was quadruple the value of the thing, if the action was brought within a year from the time of the theft; if after the expiration of a year, the single value only could be recovered. Only in a case where the thief had parted with the thing stolen could quadruple the value be recovered; if this were not so, then the thing itself and three times its estimated value could be recovered.

3rd. **Damnum injuria.**—Under this *delict* was included injuries to property of every description, which injuries were provided for, and the punishment thereof expressly stated in the *Lex Aquilia* (see Ques. No. 147).

4th. **Injuria.**—Injury to the person; or, injury, arising through any contumelious act affecting deleteriously the respect, honour, or reputation of the person injured (see Ques. No. 149).

145. Give the legal definition of "*Furtum*" (theft). How many kinds of "*furtum*" were there, and what was the penalty attached to each kind?

Furtum is the fraudulent dealing with a moveable thing, with its use, or with its possession, in violation of the law of nature.

There must be an evil intent, but this alone is not sufficient, for there must be an actual seizing upon, or handling of the thing (*contrectatio rei*).

Four kinds of *furtum* are noticed by Justinian :—

1st. **Furtum manifestum.**—Where the thief was taken red-handed, or with the stolen property in his possession, before he had reached the place where he intended to conceal it. The penalty, by the Twelve Tables, for a slave, was death; for a freeman, to be given over as a slave to the owner of the stolen property. Penalty in the time of Justinian, quadruple the value of the thing stolen, whether the thief was a slave or a freeman.

- 2nd. **Furtum nec manifestum.**—Where the thief was not taken red handed. Penalty by the Twelve Tables, double the value of the thing stolen. Penalty in the time of Justinian, the same.
- 3rd. **Furtum Conceptum.**—Where stolen property was found upon the premises of any person, whether such person was the thief or an entirely innocent party, he was held by law to have been guilty of *furtum conceptum* and was liable to the *actio concepti*. Penalty by the Twelve Tables, triple the value of the thing stolen. (The action was obsolete in Justinian's time.)
- 4th. **Furtum Oblatum.**—Where stolen property was deposited upon the premises of an innocent person in order to throw suspicion upon him, the person depositing the property, whether he was the actual thief or no, was guilty of *Furtum Oblatum*, and liable to the *Actio Oblati*, at the suit of the person on whose premises the goods were placed. Penalty by the Twelve Tables, triple the value of the thing stolen. (The action was obsolete in Justinian's time.)

In addition to the actions which could be brought upon the four kinds of *furtum* noticed, there were two other actions of somewhat similar nature, viz., the "*actio Prohibiti*," and the "*Actio non exhibiti*." The former of these actions, to which a penalty of quadruple the value was attached, could be brought where a person, by force, prevented another, who wished in the presence of witnesses to search upon his premises for stolen property, from doing so. The latter action could be

brought against a person who had not produced stolen property which had been found upon his premises. The penalty was (probably) quadruple the value of the thing.

These actions had become obsolete in Justinian's time, for every receiver, or concealer, of stolen property was liable to the action "*furti nec manifesti*."

146. (a) *Could a person be guilty of theft with respect to his own property? or, (b) a borrower with respect to the property lent to him?*

(a) Yes; as, for example, when a man had pledged a thing, and then fraudulently took it out of the possession of the pledgee, he was guilty of theft, although the *Dominium* of the property was in him, and not in the pledgee.

(b) A borrower could be guilty of stealing the thing entrusted to him. The law even went further, and declared, that if a borrower used the subject of the loan for a different purpose to that for which it was lent, he was guilty of theft.

(This was only so when the borrower knew he was using the thing for a wrongful purpose, and knew that this was against the consent of the owner. If, as a fact, the owner approved of the borrower using the thing for the purpose for which he did use it, then, although this fact was not known to the borrower, he was not guilty of theft.)

147. *Give some account of the provisions of the "Lex Aquilia."*

The "*Lex Aquilia*" was a plebeian law (*plebiscitum*) passed about the year A.U.C. 468.

It related, chiefly, to injuries to property of every description, and probably repealed all existing laws relating to the same subject.

The first head of this law provided that whoever killed a slave, or a four-footed animal reckoned amongst cattle, belonging to another, should pay the owner the greatest value the thing had possessed at any time within a year previously. The killing must be wilful. If it was the result of accident (unless there had been criminal carelessness) or was done in self-defence, the law did not apply.

The second head of the law was unimportant, and obsolete in Justinian's time.

The third head related to injury to property of any kind not mentioned under the first head, and included injury as well to inanimate, as to animate things. The penalty for any injury falling under the third head, was the greatest value the thing had possessed, at any time within thirty days next preceding.

148. *How would you ascertain whether certain injuries fell within the "Lex Aquilia?"*

The "*Lex Aquilia*" only applied in cases where the injury had been done directly by a person to a slave, animal, or inanimate thing, *i.e.*, by the body to the body (*corpore corpori*). If the injury had been done directly to the body, or thing (*corpori*), but not directly by the body (*corpore*), the *Lex Aquilia* in strictness did not apply, but the prætor gave an *utilis actio* in conformity with the *Lex (actio utilis Aquiliæ)*.

If the injury had been done neither directly by the

body (*corpore*), nor directly to the body (*corpore*), the *Lex Aquilia* would not apply at all. In such a case the remedy would be by application to the prætor for an "*actio in factum præscriptis verbis*."

NOTE.—If there were more than one offender, in respect of the same transaction, the whole penalty under the *Lex Aquilia* could be recovered against each. And if any defendant denied his liability under this law, and was afterwards condemned, the penalty was doubled.

149. Explain the distinction between "*Simple Injuria*," and "*Atrox Injuria*" and give illustrations of each kind of injury.

"*Injuria*," in its broad sense meant any act contrary to law, entitling the party affected thereby to an action *ex delicto*.

In a restricted sense it meant any act injuriously affecting the personal rights, either of liberty, reputation, or honour.

"*Atrox Injuria*" was injury which was regarded by law as of a graver character than *simple injuria*. It was so regarded either from the nature of the act itself, from the place in which the act was committed, or from the position of the person injured.

Instances of "*Simple injuria*":—

- (a) Common assaults committed either on the plaintiff himself, or upon some one in his *potestas*.
- (b) Indecent assaults committed either on the plaintiff himself, or some one in his *potestas*.
- (c) Libels.
- (d) Public insults, &c.

Instances of "*Atrox injuria*":—

- (a) Aggravated assaults, *ex. gr.*, an assault with a sword or club.
- (b) Assaults committed in the forum, or before the prætor.
- (c) Assaults upon magistrates, upon a parent by a child, or upon a patron by his *libertus*.

In actions for *Atrox injuria* the prætor himself fixed the penalty in the *formula*, and the judge could not condemn in a less sum.

150. Give illustrations of actions arising "*quasi ex delicto*."

- (a) The action which could be brought, at the suit of the injured party, against a judge who either through favour or ignorance, gave a decision directly in violation of law, was regarded as arising *quasi ex delicto*.
- (b) The action which could be brought by the injured person, or his heir, against the occupier of an apartment from which anything had been thrown, or poured, which had occasioned injury, arose *quasi ex delicto*.
- (c) The action which could be brought against the master of an inn, or the captain of a ship, by the owner of property which had been stolen by the servants attached to the ship, or the inn, arose *quasi ex delicto*. In this case double the value of the property stolen could be recovered.

151. (a) "A" by the advice of "B" steals a horse from "C."

(b) "A" lends "B" a ladder with which to enter a house for the purpose of theft.

(c) "A" meeting "B" and "C," who are both slaves, kills "B" and seriously beats "C."

(d) "A" whilst walking past the house of "B" is injured by a jar thrown out of the window of "B's" house.

What remedies, in each of the above cases, are open to the person injured?

(a) The "*Actio furti*" could be brought against "A" but not against "B," as the person who had advised the commission of a theft was not esteemed by law as an accomplice.

(b) The "*Actio furti*" could be brought against both "A" and "B," for "A" being an accessory before the fact, was equally guilty with the perpetrator of the offence.

(c) The master of "B" would have an action against "A" under the *Lex Aquilia*, and could recover the greatest value the slave had possessed at any time within a year preceding.

The master of "C" would have an action under the third head of the "*Lex Aquilia*" for the injury caused to the slave, and could recover the greatest value the slave had possessed at any time during the preceding thirty days.

As the injury was severe, the master might also recover damages for the insult which had been inflicted upon him through his slave.

(d) "A" would have against "B" an action to

obtain full compensation for the loss he had been occasioned by the injury.

If "B" was a *filius-familias* the action must be brought against him personally, and not against his father.

This action arose *quasi ex delicto*.

152. *A garment is stolen from "A," and sold by the thief to "B," who purchases bonâ fide, and ex justâ causâ. After four years the thief comes to "A" and confesses. What action has "A" against the thief, or against "B"? Do you know any law affecting "A's" position?*

"A" would have an action "*furti nec manifesti*" against the thief to recover double the value of the garment; and a "*Vindictio*" or real action against "B" to recover the garment itself.

In the ordinary way "B" would, before the four years had elapsed, have acquired the garment by *usucaption*, but the *Lex Atinia*, A.U.C. 557, expressly forbade the acquisition of stolen goods by *usucaption*.

NOTE.—In the time of Justinian stolen property could be acquired by *usucaption* by thirty years *bonâ fide* possession (*possessio longissimi temporis*).

153. (a) "*A*" steals a watch from "*B*" and to escape detection hides it in the house of "*C*."

(b) "*A*" meeting "*B*" in the street, knocks him down and robs him of a watch, which had been left with him for safe custody.

(c) "A" receives property from "B" knowing it to have been stolen.

What actions did each of the above cases give rise to?

(a) "B" could bring the *actio furti nec manifesti* against "A" and the *actio concepti* against "C" if the watch was found on "C's" premises. "C" would have against "A," for having hidden the watch on his premises, the "*Actio oblati*," and could recover from him three times the value of the watch.

(In the time of Justinian the actions *concepti* and *oblati* had fallen into disuse, and probably the action "*furti nec manifesti*" would have been resorted to instead.)

(b) "B" would have an action against "A" for robbery with violence (*vi bona rapti*), and could recover quadruple the value of the watch, or the watch itself together with three times its value. The owner of the watch could bring the same action against "A."

(c) "A" would be liable to the "*Actio furti nec manifesti*," and liable to pay double the value of the property.

(Before the "*Actio concepti*" fell into disuse "A" would have been liable to this action, the penalty attached to which was three times the value of the property.)

154. Give a short account of the three systems of judicial procedure which flourished at various epochs in Roman history.

In very early times the system of Judicial proce-

ture was that of the *Legis Actiones*, or *Legitima actiones*, which continued until virtually abolished by the *Lex Æbutia*, A.U.C. 573. (See Ques. No. 160.)

The *legis actiones* were actions founded upon particular laws, in which actions the letter of the law was strictly adhered to. Such were the *Actiones-sacramentum*, *condictio*, *judicio postulatio*, *pignoris capio*, *manus iniectionem*.

The second system of Judicial procedure was the **Formulary system**, which, after having gradually dropped into disuse, was abolished by Diocletian, A.D. 294.

During the formulary period the parties first appeared before the magistrate (*in jure*), and procured from him a *formula*, or statement of the facts in dispute between them. This *formula* contained not only the claim, but the penalty which the defendant was to suffer in case the issue was decided against him, which penalty always consisted of a sum of money.

The *formula* having been obtained was then sent to a judge, or arbiter, who had to decide the matter, and condemn in accordance with his instructions.

Before the Judge the parties were said to be *in judicium*.

Actions under the formulary system were not marked by so strict an adherence to the terms of a law as during the system of the *Legis actiones*. Equitable claims and defences were also allowed.

The formulary system was succeeded by that of the **Extraordinaria judicia**. Some actions of this description arose during the formulary epoch, in cases relating to *restitutiones in integrum*, and *fidei-commissa*, where the magistrate, instead of sending the matter to a judge to be decided, decided it himself. In these cases

the proceedings were called "*extraordinem*," because they were outside the system in general use. The name still clung to them after they became ordinary forms of action, and when the distinction between the magistrate and the judge had entirely ceased.

155. Define an "Action," and state shortly the main divisions of actions laid down in the Institutes.

An "Action" is "the right of suing before a judge for what is one's due."

The first and main division is into **Real** and **Personal** actions.

A **real action** is one in which the plaintiff claims that, as against all the world, a certain corporeal, or incorporeal thing is his.

Real actions were called "*Vindicationes*."

A **personal action** was one in which the plaintiff claimed that the defendant should either give, or do, or make good something to him (*Dare, facere, præstare*).

Personal actions were called "*Conditiones*." (See next Ques.)

Actions were again sub-divided, according as their object was to recover a thing, a penalty, or both a thing and a penalty.

An action to recover a thing was called "*Persecutoria*"; to recover a penalty, "*Pœnalis*"; to recover both a thing and a penalty, "*Mixta*."

Actions were also divided, according to the latitude given to the judge, into actions *Stricti juris*, *Bonæ fidei*, and *Arbitrariæ*. (See Ques. No. 115.)

NOTE.—As the formulary system had fallen into disuse before Justinian's time, he does not notice as a division of actions those which arose from the civil law, and those which arose from, or were extended by, the prætors' jurisdiction ; such as *actiones in factum*, *utiles actiones*, *fictitiæ actiones*, and *actiones in factum præscriptis verbis*.

156. (a) *What were "Conditiones?"* (b) *By what laws were they introduced?*

(a) "**Conditiones**" were, at first, personal actions which could be brought to obtain anything certain. They were, after a time, extended to things uncertain.

In process of time "*Conditiones*," when the term was used in opposition to "*Vindicationes*," came to mean personal actions generally.

The *Condictio Certi* was often called simply "*Condictio*"; the *Condictio Incerti* always received a special name.

(b) They were first introduced by the *Lex Silia*, A.U.C. 510, and the *Lex Calpurnia*, A.U.C. 520.

The *Lex Silia* allowed the action to be brought when the claim was for a definite sum of money, and the *Lex Calpurnia* extended the *Lex Silia*, by allowing an action when the claim was for anything definite, whether a sum of money or anything else.

157. *Give a description of the various real actions which arose from the Civil law.*

The real actions noticed in the Institutes as arising from the Civil law were the following :—

- (a) **Vindicatio.**
- (b) **Confessoria.**
- (c) **Negativa.**
- (d) **Causa liberalis.**
- (e) **Petitio hereditatis.**

(a) "**Vindicatio**" in its special sense was an action in which the plaintiff claimed, not as against a particular person, but as against all the world, a particular corporeal thing.

(In its general sense it meant a real, as opposed to a personal action.)

(b) "**Confessoria**" was an action brought by a person claiming a prædial servitude whether he was or was not in possession of the servitude, *i.e.*, whether his possession was only threatened, or where he had lost the possession but still retained the right to the servitude.

(c) "**Negativa**" was an affirmative action brought by the owner of an immoveable, over which another person claimed a servitude, for the purpose of having it judicially declared, that his immoveable was subject to no servitude whatever.

(d) "**Causa liberalis**" was a præjudicial action brought for the purpose of ascertaining whether a person was or was not free. (See Ques. No. 161.)

(e) "**Petitio hereditatis**"—an action brought to claim an inheritance, and which, unlike most real actions, was *bonæ fidei*.

158. Give a description of the various real actions which arose from the *Jus honorarium*.

Five real actions arose from the *Jus honorarium*, or prætors' jurisdiction :—

(a) **Actio Publiciana.**

(b) **Actio quasi Publiciana.**

(c) **Actio Pauliana.**

(d) **Actio Serviana.**

(e) **Actio quasi Serviana.**

(a) **The Actio Publiciana** — a fictitious action in which the prætor allowed a person who had lost property of which he was the possessor but not the *Dominus*, to sue for its recovery, and to allege that he had acquired the *Dominium* by usucaption. This allegation, although untrue, could not be denied.

(b) **The actio quasi Publiciana** (sometimes called "*Recissoria*")—a fictitious action, in which the prætor allowed a person against whom usucaption had run, at a time when for some legal or other legitimate reason he had been unable to interrupt the usucaption, to allege, falsely, that the usucaption had not been perfected, and by this means to recover the property.

(c) **The Actio Pauliana**—a fictitious action given by the prætor to the creditors of a person who had made a fraudulent alienation of any part of his goods by *traditio* (delivery); in which action the creditors were allowed to assert, and could not be contradicted, that the delivery had not been made.

(d) **The Actio Serviana**—an action given by the prætor to landlords, enabling them to obtain the farm

implements of those of their tenants whose rent was in arrear. (Even in the absence of arrangement all implements of husbandry were regarded by law as hypothecated to the landlord to secure the rent.)

- (e) The **Actio quasi Serviana** was an extension of the *Actio Serviana*. By means of this action any mortgagee or pledgee could recover, either from the mortgagee or pledgee himself, or from a third party, the property pledged or hypothecated to him.

159. *What personal actions, arising from the prætor's jurisdiction, are noticed in the Institutes?*

Three actions of this description are noticed, but they are only meant as illustrations of other actions of the same kind.

(a) **Actio de constituta pecunia.**

(b) **Actio receptitia** (abolished by Justinian).

(c) **Actiones de peculio.**

(a) The **Actio de constituta pecunia** was given by the prætor to enforce a mere pact, or agreement, by which a person promised to pay what he already owed.

The action could only be brought in respect of things which could be the subject of a *mutuum*, i.e., things which could be weighed, numbered, or measured, and was bound to be brought within a year.

(b) The **Actio receptitia** was a particular action at first allowed by the civil law against a banker (*Argentarius*) who had promised to pay the creditors of one

of his customers on a fixed day. This action was afterwards given by the prætor not only against bankers, but against any person who, having money belonging to another in his hands, promised to pay it over on a certain day, and neglected to do so.

(Justinian abolished this action, and transferred all the benefits which creditors could have derived therefrom to the *Actio de constituta pecunia*, which action he allowed to be brought at any distance of time from the arising of the cause of action.)

(c) **Actiones de peculio** were actions given by the prætor against fathers, and masters, to enforce fulfilment of the contracts of those in their *potestas*, to the extent of their *peculium*. (See Ques. No. 164.)

160. *What alteration in Judicial procedure was made by the Lex Æbutia and the Leges Julicæ?*

The system of procedure by *Legis actiones* or *Legitimæ actiones* was abolished by the above laws (*circa* A.U.C. 570) save in matters relating to *Damnum Injectum* and matters falling under the jurisdiction of the *Centumviri*.

The system of *Legitimæ actiones* was always characterised by greater formalities, and a stricter adherence to form, than to equity or justice.

An action of this description could only be brought by Roman citizens against Roman citizens, and was obliged to be brought and defended in person.

If a *legitima actio* was once commenced, the claim

in respect of which the action was brought, was immediately extinguished.

(The system of *Legitimæ actiones* was succeeded by the system of *Formulae*, see Ques. No. 154.)

161. *What do you understand by a "præjudicial" action? Give an illustration of such an action.*

A "præjudicial" action was one which, although not conforming in every respect to a real action, partook strongly of the nature of such an action. A præjudicial action was so called because its object was to decide some preliminary fact necessary to be decided before further judicial proceedings could be proceeded with.

The object of præjudicial actions was generally to decide questions concerning status, paternity, or affiliation.

The best known præjudicial action was that called "*Causa liberalis*," which was brought to discover the *status* of a person held in slavery. A person called the "*Assertor libertatis*" claimed the subject of the suit as a free man. The master defended. This question if decided against the person whose *status* was in dispute, could be tried three times, provided there was a new *Assertor libertatis* in each action.

Justinian allowed the reputed slave himself to bring the action, but only permitted one action to be brought instead of three.

162. *What do you understand by Actiones Conceptæ,*

(a) *in Simplum*, (b) *in duplum*, (c) *in triplum*, (d) *in quadruplum*? Give instances of each kind of action.

- (a) An **Actio concepta in simplum**, was one in which a single thing, or its value, was claimed.

Actions upon stipulations, loans, mandates, sales, and letting and hiring, were *in simplum*.

- (b) An **Actio concepta in duplum** was one in which double the value of the thing was claimed.

Actions for theft not manifest; for wrongful injury by the *Lex Aquilia* (if liability was denied); for legacies left to churches or other holy places (if liability was denied); and also actions upon deposits when the deposit was occasioned by an event of urgency (if liability was denied) were *in duplum*.

- (c) An **Actio concepta in triplum** was one in which three times the value of the thing was claimed.

Actions against persons who in their statement of claim (*Intentio*) had demanded more than was due to them, were *in triplum*, as three times the amount of the over-claim could be recovered.

(The old actions *furti concepti* and *furti oblati* were *in triplum*. These actions, however, had become obsolete.)

- (d) An **Actio concepta in quadruplum** was one in which four times the value of the thing was claimed.

Actions for manifest theft; against officers of the Courts who had made unjust demands upon a defendant; against a person who by duress had compelled another to give something up to him; were *in quadruplum*.

NOTE. In actions *Conceptæ in duplum, triplum,*

or *quadruplum*, only the single value of the thing was inserted in that part of the *formula* in which the claim was made (*Intentio*) and this amount was then doubled, trebled, or quadrupled, in the later part of the *formula*, called the *condemnatio*.

163. *What was the consequence, both ante et tempore Justiniani, of a plaintiff claiming in his "Intentio" from the defendant, either more, or less, than was due to him?*

Before the time of Justinian if the plaintiff claimed more than was due to him (unless his mistake was such a one as even the most careful man might make) he lost his entire claim.

This over-claim (*plus-petitio*) might be either in respect of *the thing* itself, as when a person claimed more money than was due to him; in respect of *the time*, as when a person claimed something that would become due to him, before it was due; in respect of *the place*, as where a person claimed in one place, that which it was agreed should be given at another place; in respect of *cause*, as where a person claimed from another some particular thing, when the person against whom the claim was made, had an option of giving either that thing, or something else: *ex. gr.*, if a person promised to give a slave, or 20 Aurei, and a demand was made for the slave only, this would be an over-claim in respect of *cause*.

The Emperor Zeno enacted that whoever claimed more than was due to him in respect of time, should be forced to wait double the time he would originally have waited, and also to re-imburse the defendant for necessary expenses.

Justinian preserved the constitution of Zeno as to over-claim in respect to time, but enacted that if an over-claim was made either in respect of the thing, the place, or the cause, the plaintiff should not, as formerly, lose his entire claim, but should be liable to pay to the defendant triple the amount of loss he may have sustained thereby.

If a plaintiff claimed less than was due to him, he was not prejudiced, for the prætor would allow him to bring another action to obtain the remainder; and the Emperor Zeno allowed the judge to condemn the defendant in whatever he found to be due, whether the whole thereof had been claimed or not.

164. *In what cases could an action be brought against a person to enforce contracts made with those in his potestas?*

In four cases the master or *paterfamilias* could be made liable on contracts entered into with those in his "*potestas*."

1st. Where the slave or the *filius-familias* contracted under the direction of the person in whose power he was.

2nd. Where the slave or *filius-familias* made a contract as an *Exercitor* or *Institor*. (See next Ques.)

3rd. Where the slave or *filius-familias*, with the knowledge of the master or *paterfamilias*, contracted with his *peculium*. (See Ques. No. 166.)

4th. Where the master or *paterfamilias* benefited by the contract. (See Ques. No. 166.)

NOTE.—A *paterfamilias* could not be sued for money

lent to any one in his *potestas*, as this was expressly forbidden by the *Senatus-consultum Macedonianum* passed in the reign of Claudius.

165. *What were the Actiones "Exercitoria" and "Institoria"?*

The **Actio Exercitoria** could be brought against the master who had appointed his slave captain of a vessel, for the purpose of enforcing any contracts made with the slave in such capacity. In such cases the law assumed that the master authorised his slave to contract, from his having placed him in such a position.

The **Actio Institoria** was an action given for similar reasons, and for a similar object, against a master who had appointed one of his slaves to be the keeper of a shop.

These actions were so called from the terms "*Exercitor*"—the recipient of the daily profits of a vessel; and "*Institor*,"—the manager or conductor of any business.

166. *What were the Actiones "Tributoria" and "De peculio et in rem verso"?*

The **Actio Tributoria** was a prætorian action allowed to be brought by the creditors of a slave against the slave's master, in the following event—

If the slave, unknown to his master, contracted with his *peculium* and thus acquired profit, such profit was divided by the master between himself, (if a creditor) and all other creditors of the slave. If any creditor

complained that the division of the profit had not been fairly made, his remedy was by the *Actio Tributoria*.

The *Actio de peculio et in rem verso*.—This was really one action containing two condemnation clauses. It could be brought against the master of a slave who had, without authority from such master, entered into contracts. By it the master was liable to pay, first to the extent of the slave's *peculium*, and secondly, to the extent of any advantage or profit that he may have derived from the contract.

If the master had not reaped any advantage the action *de peculio* only was brought; if the master had reaped advantage, but the slave had no *peculium*, the action would be that "*De in rem verso*."

NOTE.—The above actions could also under like circumstances be brought in respect of *Filii-familiarum*.

167. *To what extent were fathers and masters answerable for the delicts of those in their power?*

All delicts of persons *in potestate* gave rise to actions called "**Noxal actions.**" (*Noxales actiones*.)

A noxal action was not a distinct form of action, but the ordinary action attached to the particular delict committed by the person *in potestate*, brought against the master; the distinction being, that in the *condemnatio* the option was given to the master, either of paying the estimated penalty, or of giving up the wrong-doer (*noxæ*) to the person whom he had injured.

If the *Dominus* chose to avail himself of the opportunity offered him of giving up the wrong-doer, he was *ipso facto* released from all further liability.

It was only in very early times that a child was permitted to be given up in a noxal action.

Even before the time of the Empire noxal actions applied exclusively to slaves.

NOTE.—Noxal actions were also permitted where injury was done by irrational animals, acting contrary to their nature.

168. *Trace the growth of the privilege which permitted plaintiffs and defendants to bring and defend actions by means of third parties.*

A well established principle during the whole period of the *legis actiones* was that one person could not represent another. The only exceptions to this rule being, where one person conducted an action for the benefit either of the people, of a pupil, or of freedom.

During the formulary system a party to an action was allowed to appoint, in the presence of a magistrate and with the consent of his adversary, a **Cognitor** who should appear for him.

In later times a person was allowed to appoint by mandate a **Procurator**, who conducted, or defended the action in his own name.

In the time of Justinian it had become customary for procurators to bring, or defend actions, in the names of the real parties thereto.

No particular form of words was necessary in the appointment of procurators.

169. *What were the rules as to giving security in an action which the parties thereto conducted in person?*

Formerly in a Real action, the defendant had to give security that he would, if judgment was given against him, return the subject of the suit in an unimpaired condition, or pay the penalty. The plaintiff suing in person in a real action, had not to give security.

In a personal action neither the plaintiff, nor defendant, was compellable to give security.

In the time of Justinian the same rules prevailed, save that a defendant, who appeared in person in a real action, was not compellable to give security for the payment of the value of the thing, but only that he would come up for judgment at the conclusion of the action.

170. *What were the rules as to giving security, in an action in which the parties appeared by procurators?*

It was always necessary in both real and personal actions, if the parties appeared by procurators, that security should be given.

A procurator who appeared to conduct a case on behalf of a plaintiff had to give security that his acts would be ratified by his principal. (The plaintiff himself did not give security.)

In Justinian's time a procurator who appeared for a plaintiff could either give security that his acts would be ratified, or register a mandate of his appointment.

A defendant who appeared by a procurator had to give security both to secure the payment of damages, and for his own appearance at the time of judgment.

171. *What was the general rule for deciding whether a cause of action was extinguished by the death of one of the parties thereto?*

The general rule was that if the action arose from contract it passed both to and against the heirs of the contracting parties. If the action arose from delict it passed to the heir of the person injured by the delict, but not against the heir of the delinquent.

(The *Actio Injuriarum* did not pass to the heir of the person injured.)

172. *What length of time was allowed after a cause of action had arisen, within which a person could sue thereon?*

Actions founded upon the old *Jus Civile* were perpetual, i.e., could be brought at any distance of time after the cause of action had arisen.

Prætorian actions, or such as arose from the prætor's jurisdiction, could not generally be brought after the elapse of more than a year from the time at which the cause of action arose.

The following prætorian actions were, however, perpetual—actions to obtain any *Possessio Bonorum*—actions for manifest theft—actions to recover a thing (*Persecutoria*).

NOTE.—It was only if an *Actio persecutoria*, i.e., an action to recover a thing, did not abrogate or destroy the effect of some provision of the *Jus Civile* that it was allowed to be brought at any time.

Certain limitations as to time were imposed upon various actions from time to time by imperial constitu-

tion, and finally Theodosius II. enacted that no action, either real or personal, should be brought after thirty years from the time when it could first have been brought.

(In one or two actions the time was afterwards extended to forty years.)

173. Give shortly an account of the defences to actions called "*Exceptiones*."

"**Exceptiones**" were of pratorian origin. They were defences which could be used in order to repel an action.

The peculiarity of the *Exceptio* was that the facts, or reasons forming it, had to be laid before the magistrate, who inserted them in the *formula* before sending the matter to a *Judex*.

The *Exceptio* was only used in actions, *stricti juris*, *arbitrarie*, or *penal*, and during the formulary period. In *bonae fidei* actions, and in all actions during the period of *extraordinaria judicia*, the judge would take cognizance of defences, both legal and equitable, without such defences being inserted in the *formula*.

Examples :—

Exceptio metus Causa. Defence, that the defendant had been forced into the contract, upon which the plaintiff sued, by duress.

Exceptio Doli mali. Defence that the contract sued upon had been induced by the fraud of the defendant. Under the general plea of fraud, any fact which if

proved would bar the action would be taken notice of.

Exceptio in factum Composita. Any defence which raised the question whether or not a particular fact was or was not true. Such were the following. *Exceptio pecuniæ non numeratæ*—defence that money sued for had not ever been told out to the defendant. *Exceptio pacti conventi*—defence that the plaintiff had agreed to give the defendant time in which to pay a sum of money due from him. *Exceptio jurisjurandi*—defence that the defendant had taken an oath that he was not liable to the plaintiff upon the contract sued upon. *Exceptio rei judicatæ*—defence that the subject of the present action had already been judicially decided between the parties.

NOTE.—Another distinction existed between exceptions. They were either *perpetual and peremptory*, or *temporary and dilatory*.

Perpetual and peremptory exceptions, such as that *Doli mali*, destroyed the plaintiff's right at once and for ever; temporary and dilatory exceptions, as that *pacti conventi*, only opposed an obstacle to the plaintiff's bringing his action at once, but did not destroy the right of action.

174. What was an "Interdict" as used in Roman law?

An Interdict was an order issued by the prætor, either commanding, or prohibiting, the doing of some particular act.

The object of Interdicts was generally to protect a

person in the actual possession of some corporeal or incorporeal thing. They were (probably) first granted as a protection to the occupant of the *Solum provinciale*; i.e., land which, as before stated, was by law regarded as incapable of being held by private individuals.

In nearly all cases Interdicts were employed to protect rights that could be vindicated in no other way.

Interdicts were quite obsolete in Justinian's time, as in cases where parties would formerly have proceeded by Interdicts, they were allowed to bring actions.

175. *State the three principal kinds of Interdicts, and the subdivisions of the same.*

The three chief kinds of Interdicts were :—

1st. **Prohibitory** interdicts.

2nd. **Restitutory** interdicts.

3rd. **Exhibitory** interdicts.

A **prohibitory** interdict was one in which the prætor forbade the doing of some apprehended wrong.

A **restitutory** interdict was sometimes, one in which the prætor ordered a thing to be restored, or property to be replaced *in statu quo* ; sometimes, one in which the prætor ordered possession of a thing to be given up to one who had never previously had it in his possession, thus giving a wide meaning to the term "**Restitutory**."

An **exhibitory** interdict was one in which the prætor ordered something to be produced, *ex. gr.*, a slave whose freedom was in question.

Interdicts were subdivided according as their object was *to gain, to retain, or to recover* possession. These really fell under those already cited above, for interdicts to retain possession were prohibitory, interdicts to gain or to recover possession were restitutory. (See next Ques.).

176. *What were the Interdicts ; (a) Quorum bonorum ; (b) Interdictum Salvianum ; (c) Uti possidetis ; (d) Utrubi ; (e) Unde vi ?*

(a). **The Interdict Quorum bonorum** was given to the person who had obtained from the prætor possession of the goods of an inheritance (*possessio bonorum*), for the purpose of compelling the heir, or any other person who might be in possession of the whole, or part, of the goods belonging to the inheritance, to give them up to him.

This interdict being given to acquire, was a *Restitutory* interdict.

(b) **The Interdictum Salvianum** was given to the owner of a rural estate, to enable him to obtain the implements of husbandry, which had been expressly pledged to him by the tenant to secure the rent.

This interdict, like that *Quorum bonorum*, being given to acquire, was also *Restitutory*.

(c-d) **The two Interdicts, Uti possidetis and Utrubi**, were given for a like object, save that the former related to immoveables, the latter to moveables.

The object of both these interdicts was to decide, in the case of a dispute concerning which litigation was pending, which of the parties thereto should appear before the Court in the character of claimant, which

in the character of possessor ; or, in other words, which should be plaintiff, and which defendant.

Formerly if the subject of the dispute was an immoveable thing, the interdict *Uti possidetis* was given to the party who was in possession of the thing at the time of the interdict being granted ; if the dispute was as to a moveable thing, the Interdict *Utrubi* was given to the party who had been in possession of the thing for the greater part of the preceding year.

In the time of Justinian both interdicts were alike given to the party who was in possession at the time of the interdict being granted.

(There was a considerable advantage in being defendant in an action brought for the recovery of a thing, chiefly from the fact that the *onus* of proof lay upon the plaintiff.)

Both these interdicts being given to retain possession, were therefore *Prohibitory* ; they were also called “double” interdicts, because in them each party was at once plaintiff and defendant.

(e) The Interdict *Unde vi* related only to immoveables, and was given to the owner or possessor of such property, who had, by force, been ejected therefrom.

This interdict being given to recover possession was therefore *Restitutory*.

177. *What were the restrictions which in Justinian's time were imposed on persons who wished either to bring or defend actions ?*

Before either plaintiffs were allowed to bring, or defendants to defend, any action, an oath was exacted from them that they were actuated in the course which

they were pursuing by a belief in the righteousness of their claim or defence, and not by feelings of malice, or desire to cause their opponent inconvenience.

The advocates also of either party took an oath, that their conviction was sincere in the justice of their contention.

Defendants were also indirectly restrained from rashly defending, by their being liable in certain actions to a penalty of more than the sum due, if they denied liability, which of course they did if they defended the action.

Plaintiffs and defendants, moreover, whose claim was frivolous were liable to have to reimburse their adversaries for all expenses they had been put to.

NOTE.—In the time of Gaius there were other restraints upon rash litigation, chief among which was the *Actio calumnia*, which could be brought by a defendant against a plaintiff who had sued him dishonestly. By this action the plaintiff could recover either a tenth, or a fourth, part of what the plaintiff had claimed from him, according as the claim had been made by action or interdict.

THE END.

August, 1891.

A CATALOGUE
OF
LAW WORKS
PUBLISHED BY
STEVENS AND SONS,
LIMITED,
119 & 120, CHANCERY LANE, LONDON,
(And at 14, Bell Yard, Lincoln's Inn).

Telegraphic Address—"RHODRONS, London."

A Catalogue of Modern Law Works, together with a complete Chronological List of all the English, Irish, and Scotch Reports, an Alphabetical Table of Abbreviations used in reference to Law Reports and Text Books, and an Index of Subjects corrected to end of 1890. Demy 8vo. (114 pages), limp binding. Post free, 6d.

Acts of Parliament.—Public and Local Acts from an early date may be had of the Publishers of this Catalogue, who have also on sale the largest collection of Private Acts, relating to Estates, Enclosures, Railways, Roads, &c., &c.

ACCOUNT STAMP DUTY.—Gosset.—*Vide* "Stamp Duty."

ACTION AT LAW.—Foulkes' Elementary View of the Proceedings in an Action in the Supreme Court, with a Chapter on Matters and Arbitrations.—(Founded on "SMITH'S ACTION AT LAW.") By W. D. I. FOULKES, Esq., Barrister-at-Law. Third Edition. Demy 12mo. 1884. 7s. 6d.

ADMIRALTY.—Roscoe's Admiralty Practice.—A Treatise on the Jurisdiction and Practice of the Admiralty Division of the High Court of Justice, and on Appeals therefrom, with a chapter on the Admiralty Jurisdiction of the Inferior and the Vice-Admiralty Courts. With an Appendix containing Statutes, Rules as to Fees and Costs, Forms, Precedents of Pleadings and Bills of Costs. By E. S. ROSCOE, Esq., Barrister-at-Law. Second Edition. Demy 8vo. 1882. 11. 4s.

ADVOCACY.—Harris' Hints on Advocacy.—Conduct of Cases Civil and Criminal. Classes of Witnesses and Suggestions for Cross-examining them, &c., &c. By RICHARD HARRIS, one of her Majesty's Counsel. Ninth Edition (with a new chapter on "Tactics"). Royal 12mo. 1889. 7s. 6d.

"The work is not merely instructive, it is exceedingly interesting and amusing. . . . We know of no better mode at present of learning some at least of an advocate's duties than in studying this book and the methods of the most distinguished advocates of the day."—*The Jurist*.

"Full of good sense and just observation. A very complete Manual of the Advocate's art in Trial by Jury."—*Solicitors' Journal*.

"A book at once entertaining and really instructive. . . . Deserves to be carefully read by the young barrister whose career is yet before him."—*Law Magazine*.

"We welcome it as an old friend, and strongly recommend it to the would-be advocate."—*Law Student's Journal*.

. All standard Law Works are kept in Stock, in law calf and other bindings.

AGRICULTURAL LAW.—Beaumont's Treatise on Agricultural Holdings and the Law of Distress as regulated by the Agricultural Holdings (England) Act, 1883, with Appendix containing Full Text of the Act, and Precedents of Notices and Awards. By JOSEPH BEAUMONT, Esq., Solicitor. Royal 12mo. 1883. 10s. 6d.

Cooke's Treatise on the Law and Practice of Agricultural Tenancies.—New edition, in great part re-written with especial reference to Unexhausted Improvements, with Modern Forms and Precedents. By G. PRIOR GOLDNEY and W. RUSSELL GRIFFITHS, Esqs., Barristers-at-Law. Demy 8vo. 1882. 17. 1s.

Dixon.—*Vide* "Farm."

Griffiths' Agricultural Holdings (England) Act, 1883, containing an Introduction; a Summary of the Act, with Notes; the complete text of the Act, with Forms, and a specimen of an Award under the Act. By W. RUSSELL GRIFFITHS, Esq., of the Midland Circuit. Demy 8vo. 1883. 6s.

Spencer's Agricultural Holdings (England) Act, 1883, with Explanatory Notes and Forms; together with the Ground Game Act, 1880. Forming a Supplement to "Dixon's Law of the Farm." By AUBREY J. SPENCER, B.A., Barrister-at-Law. Demy 8vo. 1883. 6s.

ALLOTMENTS.—Hall's Allotments Acts, 1887, with the Regulations issued by the Local Government Board, and Introductory Chapters, Notes, and Forms. By T. HALL HALL, Barrister-at-Law. Author of "The Law of Allotments." Royal 12mo. 1888. 7s. 6d.

ANNUAL DIGEST.—Mews'.—*Vide* "Digest."

ANNUAL PRACTICE (THE).—The Annual Practice for 1891-92. Edited by THOMAS SNOW, Barrister-at-Law; CHARLES BURNETT, a Chief Clerk of the Hon. Mr. Justice Chitty, Editor of "Daniell's Chancery Forms"; and F. A. STRINGER, of the Central Office. 2 vols. Demy 8vo. 1891. (Nearly ready.) 25s.

"A book which every practising English lawyer must have."—*Law Quarterly Review*.
 "Every member of the bar, in practice, and every London solicitor, at all events, finds the last edition of the Annual Practice a necessity."—*Solicitors' Journal*.

ANNUAL STATUTES.—Lely.—*Vide* "Statutes."

ARBITRATION.—Russell's Treatise on the Power and Duty of an Arbitrator, and the Law of Submissions and Awards; with an Appendix of Forms, and of the Statutes relating to Arbitration. By FRANCIS RUSSELL, Esq., M.A., Barrister-at-Law. Seventh Edition. By the Author and HERBERT RUSSELL, Esq., Barrister-at-Law. Royal 8vo. 1891. 30s.

"Comprehensive, accurate, and practical."—*Solicitors' Journal*.

ARCHITECTS.—Macassey and Strahan.—*Vide* "Civil Engineers."

ARTICLED CLERKS.—Rubinstein and Ward's Articled Clerks' Handbook.—Being a Concise and Practical Guide to all the Steps Necessary for Entering into Articles of Clerkship, passing the Preliminary, Intermediate, Final, and Honours Examinations, obtaining Admission and Certificate to Practise, with Notes of Cases Third Edit. By J. S. RUBINSTEIN and S. WARD, Solicitors. 12mo. 1881. 4s.

"No articled clerk should be without it."—*Law Times*.

ASSETS, ADMINISTRATION OF.—Eddis' Principles of the Administration of Assets in Payment of Debts.—By ARTHUR SHELLY EDDIS, one of Her Majesty's Counsel. Demy 8vo. 1880. 6s.

AVERAGE.—Hopkins' Hand-Book of Average, to which is added a Chapter on Arbitration.—Fourth Edition. By MANLEY HOPKINS, Esq. Demy 8vo. 1884. 17. 1s.

. All standard Law Works are kept in Stock, in law calf and other bindings.

AVERAGE—*continued.*

Lowndes' Law of General Average.—English and Foreign.

Fourth Edition. By RICHARD LOWNDES, Average Adjuster. Author of "The Law of Marine Insurance," &c. Royal 8vo. 1888. 11. 10s.

"The book is one which shows a mastery of its subject."—*Solicitors' Journal*.

"It may be confidently asserted that, whether for the purposes of the adjuster or the lawyer, Mr. Lowndes' work presents (in a style which is a model of clear and graceful English) the most complete store of materials relating to the subject in every particular, as well as an excellent exposition of its principles."—*Law Quarterly Review*.

BALLOT.—Fitzgerald's Ballot Act.—With an Introduction. Forming a Guide to the Procedure at Parliamentary and Municipal Elections. Second Edition. By GERALD A. R. FITZGERALD, Esq., Barrister-at-Law. Fcap. 8vo. 1876. 5s. 6d.

BANKING.—Walker's Treatise on Banking Law.—Second Edition. By J. D. WALKER, Esq., Barrister-at-Law. Demy 8vo. 1885. 15s.

BANKRUPTCY.—Chitty's Index, Vol. 1.—*Vide* "Digests."

Lawrance's Precedents of Deeds of Arrangement between Debtors and their Creditors; including Forms of Resolutions for Compositions and Schemes of Arrangement under the Bankruptcy Acts. Fourth Edition. By H. ARTHUR SMITH, Esq., Barrister-at-Law. (In the press.)

"The new edition of Mr. Lawrance's work is as concise, practical, and reliable as its predecessors."—*Law Times*.

Williams' Law and Practice in Bankruptcy.—Comprising the Bankruptcy Acts, 1883 to 1890, the Bankruptcy Rules, 1886, 1890, the Debtors Acts, 1869, 1878, the Bankruptcy (Discharge and Closure) Act, 1887, and the Deeds of Arrangement Act, 1887. By the Hon. Sir ROLAND VAUGHAN WILLIAMS, one of the Justices of Her Majesty's High Court of Justice. Fifth Edition. By EDWARD WM. HANSELL, Esq., Barrister-at-Law. Roy. 8vo. 1891. 25s.

"Almost indispensable to the general practitioner."—*Law Gazette*, April 23, 1891.

"Mr. Hansell has done his editorial work with evident care and industry."—*Law Times*, May 2, 1891.

BILLS OF EXCHANGE.—Chalmers' Digest of the Law of Bills of Exchange, Promissory Notes, Cheques and Negotiable Securities. Fourth Edition. By His Honour Judge CHALMERS, Draughtsman of the Bills of Exchange Act, 1882, &c. Demy 8vo. 1891. 18s.

"As for the main part of the work, the intimate connection of the author with the subject for so many years is a guarantee of its value and completeness."—*Law Journal*, July 11, 1891.

"A safe and convenient guide to the existing law."—*Law Gazette*, June 18, 1891.

"This excellent work is unique. As a statement and explanation of the law, it will be found singularly useful."—*Solicitors' Journal*.

BILLS OF SALE.—Fithian's Bills of Sale Acts, 1878 and 1882. With an Introduction and Explanatory Notes, together with an Appendix of Precedents, Rules of Court, Forms, and Statutes. Second Edition. By EDWARD WILLIAM FITHIAN, Esq., Barrister-at-Law. Royal 12mo. 1884. 6s.

BOOK-KEEPING.—Matthew Hale's System of Book-keeping for Solicitors, containing a List of all Books necessary, with a comprehensive description of their objects and uses for the purpose of Drawing Bills of Costs and the rendering of Cash Accounts to clients; also showing how to ascertain Profits derived from the business; with an Appendix. Demy 8vo. 1884. 5s. 6d.

"We think this is by far the most sensible, useful, practical little work on solicitors' book-keeping that we have seen."—*Law Students' Journal*.

. All standard Law Works are kept in Stock, in law calf and other bindings.

BUILDING SOCIETIES.—Wurtzburg on Building Societies.—

The Acts relating to Building Societies, comprising the Act of 1836 and the Building Societies Acts, 1874, 1875, 1877, and 1884, and the Treasury Regulations, 1884; with an Introduction, copious Notes, and Precedents of Rules and Assurances. By E. A. WURTZBURG, Esq., Barrister-at-Law. Royal 12mo. 1886. 7s. 6d.

"The work presents in brief, clear, and convenient form the whole law relating to Building Societies."

CANALS.—Webster's Law Relating to Canals: Comprising a Treatise on Navigable Rivers and Canals, together with the Procedure and Practice in Private Bill Legislation; with a coloured Map of the existing Canals and Navigations in England and Wales. By ROBERT G. WEBSTER, M.P., Barrister-at-Law. Demy 8vo. 1885. 1l. 1s.

Street.—*Vide* "Company Law."

CARRIERS.—Carver's Treatise on the Law relating to the Carriage of Goods by Sea.—Second Edition. By THOMAS GILBERT

CARVER, Esq., Barrister-at-Law. Royal 8vo. 1891. 1l. 12s.

"A careful and accurate treatise."—*Law Quarterly Review*.

Macnamara's Law of Carriers.—A Digest of the Law of Carriers of Goods and Passengers by Land and Internal Navigation, including the Railway and Canal Traffic Act, 1888.—By WALTER HENRY

MACNAMARA, of the Inner Temple, Barrister-at-Law, Registrar to the Railway Commission. Royal 8vo. 1888. 1l. 8s.

"Mr. Macnamara seems to have done his work soundly and industriously, and to have produced a book which will be useful to practitioners in a large class of cases."—*Saturday Review*, June 15, 1889.

"A complete epitome of the law relating to carriers of every class."—*Railway Press*.

"We cordially approve of the general plan and execution of this work. . . . The general arrangement of the book is good."—*Solicitors' Journal*, March 9, 1889.

"Should find a place in the library of all railway men. The work is written in a terse, clear style, and is well arranged for speedy reference."—*Railway News*, Dec. 8, 1888.

CHAMBER PRACTICE.—Archibald's Practice at Judges' Chambers and in the District Registries in the Queen's Bench Division, High Court of Justice; with Forms of Summonses and Orders. Second Edition. By W. F. A. ARCHIBALD, Esq., Barrister-at-Law, and P. E. VIZARD, of the Summons and Order Department, Royal Courts of Justice. Royal 12mo. 1886. 15s.**CHANCERY, and *Vide* "Equity."****Daniell's Chancery Practice.—The Practice of the Chancery Division of the High Court of Justice and on appeal therefrom. Sixth Edit.**

By L. FIELD, E. C. DUNN, and T. RIBTON, assisted by W. H. UPJOHN, Barristers-at-Law. 2 vols. in 3 parts. Demy 8vo. 1882-84. 6l. 6s.

Daniell's Forms and Precedents of Proceedings in the Chancery Division of the High Court of Justice and on Appeal therefrom. Fourth Edition. With Summaries of the Rules of the Supreme Court, Practical Notes and References to the Sixth Edition of "Daniell's Chancery Practice." By CHARLES BURNETT, B.A. Oxon., a Chief Clerk of the Hon. Mr. Justice Chitty. Royal 8vo. 1885. 2l. 10s.**Morgan's Chancery Acts and Orders.—The Statutes, Rules of Court and General Orders relating to the Practice and Jurisdiction of the Chancery Division of the High Court of Justice and the Court of Appeal. With Copious Notes. Sixth Edition. By the Right Hon. GEORGE OSBORNE MORGAN, one of Her Majesty's Counsel, and E. A. WURTZBURG, Barrister-at-Law. Royal 8vo. 1885. 1l. 10s.****Peel's Chancery Actions.—A Concise Treatise on the Practice and Procedure in Chancery Actions under the Rules of the Supreme Court, 1883. Third Edition. By SYDNEY PEEL, Esq., Barrister-at-Law. Demy 8vo. 1883. 8s. 6d.**

. All standard Law Works are kept in Stock, in law calf and other bindings.

CHARITABLE TRUSTS.—*Mitcheson's Charitable Trusts.*—The Jurisdiction of the Charity Commission; being the Acts conferring such jurisdiction, 1853—1883, with Introductory Essays and Notes on the Sections. By RICHARD EDMUND MITCHESON, Esq., Barrister-at-Law. Demy 8vo. 1887. 18s.

“A very neat and serviceable hand-book of the Law of the Charity Commissioners.”—*Law Journal*.

CHARTER PARTIES.—Carver.—*Vide* “Carriers.” Wood.—*Vide* “Mercantile Law.”

CIVIL ENGINEERS.—Macassey and Strahan's Law relating to Civil Engineers, Architects and Contractors.—Primarily intended for their own use. By L. LIVINGSTON MACASSEY and J. A. STRAHAN, Esqrs., Barristers-at-Law. Demy 8vo. 1890. 10s. 6d.

COAL MINES.—Chisholm's Manual of the Coal Mines Regulation ACT, 1887.—With Introduction, Explanatory and Practical Notes and References to Decisions in England and Scotland, Appendix of Authorized Forms, Particulars as to Examinations for Certificates, &c., and a copious Index. By JOHN C. CHISHOLM, Secretary to the Midland and East Lothian Coalmasters' Association. Demy 8vo. 1888. 7s. 6d.

COLLISIONS.—Marsden's Treatise on the Law of Collisions at Sea.—With an Appendix containing Extracts from the Merchant Shipping Acts, the International Regulations for preventing Collisions at Sea; and local Rules for the same purpose in force in the Thames, the Mersey, and elsewhere. By REGINALD G. MARSDEN, Esq., Barrister-at-Law. Third Edition. By the Author and the Hon. J. W. MANSFIELD, Barrister-at-Law. Demy 8vo. 1891. 17. 5s.

“Mr. Marsden's work has by this time taken its place as one of the standard books on its subject. It is clear in statement and careful in summarizing the results of decisions.”—*Solicitors' Journal*, May 16, 1891.

COMMERCIAL LAW.—The French Code of Commerce and most usual Commercial Laws.—With a Theoretical and Practical Commentary, and a Compendium of the Judicial Organization and of the Course of Procedure before the Tribunals of Commerce; together with the text of the law; the most recent decisions, and a glossary of French judicial terms. By L. GOIRAND, Licencié en droit. Demy 8vo. 1880. 2l. 2s.

COMMON LAW.—Ball's Short Digest of the Common Law; being the Principles of Torts and Contracts. Chiefly founded upon the Works of Addison, with Illustrative Cases, for the use of Students. By W. EDMUND BALL, LL.B., Barrister-at-Law. Demy 8vo. 1880. 16s.

Chitty's Archbold's Practice of the Queen's Bench Division of the High Court of Justice and on Appeal therefrom to the Court of Appeal and House of Lords in Civil Proceedings. Fourteenth Edition. By THOMAS WILLES CHITTY, assisted by J. ST. L. LESLIE, Barristers-at-Law. 2 vols. Demy 8vo. 1885. 3l. 13s. 6d.

Napier's Concise Practice of the Queen's Bench and Chancery Divisions and of the Court of Appeal, with an Appendix of Questions on the Practice, and intended for the use of Students. By T. BATEMAN NAPIER, Esq., Barrister-at-Law. Demy 8vo. 1884. 10s.

Shirley.—*Vide* “Leading Cases.”

Smith's Manual of Common Law.—For Practitioners and Students. Comprising the Fundamental Principles, with useful Practical Rules and Decisions. By JOSIAH W. SMITH, B.C.L., Q.C. Tenth Edition. By J. TRUSTRAM, LL.M., Esq., Barrister-at-Law. 12mo. 1887. 14s.

Chitty's Forms.—*Vide* “Forms.”

. All standard Law Works are kept in Stock, in law calf and other bindings.

COMMON LAW—continued.

Fisher's Digest of Reported Decisions in all the Courts, with a Selection from the Irish; and references to the Statutes, Rules and Orders of Courts from 1756 to 1883. Compiled and arranged by JOHN MEWS, assisted by C. M. CHAPMAN, HARRY H. W. SPABHAM and A. H. TODD, Barristers-at-Law. In 7 vols. Royal 8vo. 1884. 12l. 12s.

Mews' Consolidated Digest of all the Reports in all the Courts, for the years 1884–88, inclusive. By JOHN MEWS, Barrister-at-Law. Royal 8vo. 1889. 17. 11s. 6d.

The Annual Digest for 1889 and 1890. By JOHN MEWS. *Each*, 15s.

•• The above works bring Fisher's Common Law and Chitty's Equity Digests down to end of 1890.

COMMONS AND INCLOSURES.—Chambers' Digest of the Law relating to Commons and Open Spaces, including Public Parks and Recreation Grounds. By GEORGE F. CHAMBERS, Esq., Barrister-at-Law. Imperial 8vo. 1877. 6s. 6d.

COMPANY LAW.—Hamilton's Manual of Company Law: For Directors and Promoters. Being a Treatise upon the nature of Trading Corporations, the Rights, Duties, and Liabilities of Directors and Promoters (including their Liabilities under the Directors Liability Act, 1890), the Appointment and Removal of Directors, the Powers of Directors, and the Law of Ultra Vires. By WILLIAM FREDERICK HAMILTON, LL.D. (Lond.), assisted by KENNARD GOLBORNE METCALFE, M.A., Esqrs., Barristers-at-Law. Demy 8vo. 1891. 12s. 6d.

"The work is executed throughout with great care and accuracy . . . may be safely recommended as a most useful manual of the law with which it deals."—*Law Gazette*.

Palmer's Private Companies and Syndicates, their Formation and Advantages; being a Concise Popular Statement of the Mode of Converting a Business into a Private Company, and of establishing and working Private Companies and Syndicates for Miscellaneous Purposes. Ninth Edition. By F. B. PALMER, Esq., Barrister-at-Law. 12mo. 1891. *Net* 1s.

Palmer.—*Vide* "Conveyancing" and "Winding-up."

Palmer's Shareholders' and Directors' Legal Companion.—A Manual of Every-day Law and Practice for Promoters, Shareholders, Directors, Secretaries, Creditors and Solicitors of Companies under the Companies Acts, 1862 to 1890, with an Appendix on the Conversion of Business Concerns into Private Companies, and on the Directors Liability Act, 1890. 11th edit. By F. B. PALMER, Esq., Barrister-at-Law. 12mo. 1890. *Net*, 2s. 6d.

Street's Law relating to Public Statutory Undertakings: comprising Railway Companies, Water, Gas, and Canal Companies, Harbours, Docks, &c., with special reference to Modern Decisions. By J. BAMFIELD STREET, Esq., Barrister-at-Law. Demy 8vo. 1890. 10s. 6d.

"This book contains in a small compass a large amount of useful information: its style is clear and its arrangement good."—*Solicitors' Journal*, November 1, 1890.

Thring.—*Vide* "Joint Stocks."

COMPENSATION.—Cripps' Treatise on the Principles of the Law of Compensation. Second Edition. By C. A. CRIPPS, Esq., Barrister-at-Law. Demy 8vo. 1884. 16s.

COMPOSITION DEEDS.—Lawrance.—*Vide* "Bankruptcy."

CONTINGENT REMAINDERS.—An Epitome of Fearn's on Contingent Remainders and Executory Devises. Intended for the Use of Students. By W. M. C. Post 8vo. 1878. 6s. 6d.

CONTRACTS.—Addison on Contracts. Being a Treatise on the Law of Contracts. Eighth Edition. By HORACE SMITH, Esq., Barrister-at-Law. Royal 8vo. 1883. 2l. 10s.

"A satisfactory guide to the vast storehouse of decisions on contract law." *Sol. Jour.*

•• All standard Law Works are kept in Stock, in law calf and other bindings.

CONTRACTS—continued.

Fry.—*Vide* "Specific Performance."

Leake on Contracts.—An Elementary Digest of the Law of Contracts. By STEPHEN MARTIN LEAKE, Barrister-at-Law. Demy 8vo. 1878. 17. 18s.

Pollock's Principles of Contract.—Being a Treatise on the General Principles relating to the Validity of Agreements in the Law of England. Fifth Edition, with a new Chapter. By Sir FREDERICK POLLOCK, Bart., Barrister-at-Law, Professor of Common Law in the Inns of Court, &c. Demy 8vo. 1889. 17. 8s.

"The reputation of the book stands so high that it is only necessary to announce the publication of the fifth edition, adding that the work has been thoroughly revised."—*Law Journal*, Dec. 14, 1889.

Smith's Law of Contracts.—Eighth Edition. By V. T. THOMPSON, Esq., Barrister-at-Law. Demy 8vo. 1885. 17. 1s.

CONVEYANCING.—Dart.—*Vide* "Vendors and Purchasers."

Greenwood's Manual of Conveyancing.—A Manual of the Practice of Conveyancing, showing the present Practice relating to the daily routine of Conveyancing in Solicitors' Offices. To which are added Concise Common Forms and Precedents in Conveyancing. Eighth Edition. Edited by HARRY GREENWOOD, M.A., LL.D., Esq., Barrister-at-Law. Demy 8vo. 1891. 16s.

"That this work has reached its eighth edition is sufficient evidence of the fact that it is one of those books which no lawyer's bookshelf should be without. Recent Acts have necessitated several changes which have been carried out, and cases are cited up to date. The book is a complete guide to Conveyancing, and, though the author says that it is intended for students and articled and other clerks, we can fearlessly assert that those who would perhaps consider it an insult to be mistaken for students will find in it very much that is useful. The Table of Precedents could not, we imagine, be made more complete than it is. Where and how the author obtained his information is a perfect puzzle to us, and no conceivable state of affairs seems to have been left unprovided for."—*Law Gazette*, December 4, 1890.

"We should like to see it placed by his principal in the hands of every articled clerk. One of the most useful practical works we have ever seen."—*Law Students' Journal*.

Morris's Patents Conveyancing.—Being a Collection of Precedents in Conveyancing in relation to Letters Patent for Inventions. Arranged as follows:—Common Forms, Agreements, Assignments, Mortgages, Special Clauses, Licences, Miscellaneous; Statutes, Rules, &c. With Dissertations and Copious Notes on the Law and Practice. By ROBERT MORRIS, M.A., Barrister-at-Law. Royal 8vo. 1887. 17. 5s.

"Contains valuable dissertations, and useful notes on the subject with which it deals. . . . We think it would be difficult to suggest a form which is not to be met with or capable of being prepared from the book before us. To those whose business lies in the direction of letters patent and inventions it will be found of great service. . . . Mr. Morris' forms seem to us to be well selected, well arranged, and thoroughly practical."—*Law Times*.

Palmer's Company Precedents.—For use in relation to Companies subject to the Companies Acts, 1862 to 1890. Arranged as follows:—Promoters, Prospectus, Agreements, Memoranda and Articles of Association, Resolutions, Notices, Certificates, Private Companies, Power of Attorney, Debentures and Debenture Stock, Petitions, Writs, Pleadings, Judgments and Orders, Reconstruction, Amalgamation, Arrangements, Special Acts, Provisional Orders, Winding-up. With Copious Notes and an Appendix containing the Acts and Rules. Fifth Edition. By FRANCIS BEAUFORT PALMER, assisted by CHARLES MACNAGHTEN, Esqrs., Barristers-at-Law. Royal 8vo. 1891. 17. 16s.

"No company lawyer can afford to be without it."—*Law Journal*, April 25, 1891.

"As regards company drafting—as we remarked on a former occasion—it is unrivalled."—*Law Times*.

•• All standard Law Works are kept in Stock, in law calf and other bindings.

CONVEYANCING—*continued.*

Prideaux's Precedents in Conveyancing—With Dissertations on its Law and Practice. Fourteenth Edition. By **FREDERICK PRIDEAUX**, late Professor of the Law of Real and Personal Property to the Inns of Court, and **JOHN WHITCOMBE, Esqrs.**, Barristers-at-Law. 2 vols. Royal 8vo. 1889. 3*l.* 10*s.*

"The most useful work out on Conveyancing."—*Law Journal.*

"This work is accurate, concise, clear, and comprehensive in scope, and we know of no treatise upon conveyancing which is so generally useful to the practitioner."—*Law Times.*

Turner's Duties of Solicitor to Client as to Partnership Agreements, Leases, Settlements, and Wills.—By **EDWARD F. TURNER**, Solicitor, Lecturer on Real Property and Conveyancing, Author of "The Duties of Solicitor to Client as to Sales, Purchases, and Mortgages of Land." (Published by permission of the Council of the Incorporated Law Society.) Demy 8vo. 1884. 10*s.* 6*d.*

"The work has our full approval, and will, we think, be found a valuable addition to the student's library."—*Law Students' Journal.*

ONVICTIONS.—**Paley's Law and Practice of Summary Convictions** under the Summary Jurisdiction Acts, 1848 and 1879; including Proceedings preliminary and subsequent to Convictions, and the responsibility of convicting Magistrates and their Officers, with Forms. Sixth Edition. By **W. H. MACNAMARA, Esq.**, Barrister-at-Law. Demy 8vo. 1879. 1*l.* 4*s.*

COPYRIGHT.—**Slater's Law** relating to Copyright and Trade Marks, treated more particularly with Reference to Infringement; forming a Digest of the more important English and American decisions, together with the Practice of the English Courts, &c. By **JOHN HERBERT SLATER, Esq.**, Barrister-at-Law. 8vo. 1884. 18*s.*

CORONERS.—**Jervis on the Office and Duties of Coroners.**—The Coroners Act, 1887. With Forms and Precedents. By **R. E. MELSHIMER, Esq.**, Barrister-at-Law. Being the Fifth Edition of "Jervis on Coroners." Post 8vo. 1888. 10*s.* 6*d.*

"The present edition will hold the place of that occupied by its predecessors, and will continue to be the standard work on the subject."—*Law Times.*

COSTS.—**Morgan and Wurtzburg's Treatise on the Law of Costs** in the Chancery Division.—Second Edition. With Forms and Precedents. By the Rt. Hon. **GEORGE OSBORNE MORGAN, Q.C.**, and **E. A. WURTZBURG, Esq.**, Barrister-at-Law. Demy 8vo. 1882. 1*l.* 10*s.*

Summerhays and Toogood's Precedents of Bills of Costs in the Chancery, Queen's Bench, Probate, Divorce and Admiralty Divisions of the High Court of Justice; in Conveyancing; the Crown Office; Bankruptcy; Lunacy; Arbitration under the Lands Clauses Consolidation Act; the Mayor's Court, London; the County Courts; the Privy Council; and on Passing Residuary and Succession Accounts; with Scales of Allowances and Court Fees; Rules of Court relating to Costs; Forms of Affidavits of Increase, and of Objections to Taxation. By **WM. FRANK SUMMERHAYS**, and **THORNTON TOOGOOD, Solicitors.** Sixth Edition. By **THORNTON TOOGOOD, Solicitor.** Royal 8vo. 1889. 1*l.* 8*s.*

Summerhays and Toogood's Precedents of Bills of Costs in the County Courts. Royal 8vo. 1889. 5*s.*

Scott's Costs in the High Court of Justice and other Courts. Fourth Edition. By **JOHN SCOTT**, of the Inner Temple, Esq., Barrister-at-Law. Demy 8vo. 1880. 1*l.* 6*s.*

Webster's Parliamentary Costs.—Private Bills, Election Petitions, Appeals, House of Lords. Fourth Edition. By **C. CAVANAGH, Esq.**, Barrister-at-Law. Post 8vo. 1881. 20*s.*

* * * *All standard Law Works are kept in Stock, in law calf and other bindings.*

COUNTY COUNCILS.—Bazalgette and Humphreys, Chambers.
—*Vide* "Local and Municipal Government."

COUNTY COURTS.—Pitt-Lewis' County Court Practice.—A Complete Practice of the County Courts, including that in Admiralty and Bankruptcy, embodying the County Courts Act, 1888, and other existing Acts, Rules, Forms and Costs, with Full Alphabetical Index to Official Forms, Additional Forms and General Index. Fourth Edition. With Supplementary Volume containing the NEW WINDING-UP PRACTICE. By G. PITT-LEWIS, Esq., Q.C., M.P., Recorder of Poole. 3 vols. Demy 8vo. 1890-91. 2l. 10s.

* * * *The Supplement sold separately.*

7s. 6d.

"A complete practice of the County Courts."—*Law Journal*, March 22, 1890.

"The present edition of this work fully maintains its reputation as the standard County Court Practice."—*Solicitors' Journal*, March 29, 1890.

Pitt-Lewis' County Courts Act, 1888.—With Introduction, Tabular Indices to consolidated Legislation, Notes, and an Index to the Act. Second Edition. By GEORGE PITT-LEWIS, Esq., Q.C., Author of "A Complete Practice of the County Courts." Imperial 8vo. 1889. 5s.

* * * The above, with THE COUNTY COURT RULES, 1889. Official copy. Limp binding. 10s. 6d.

Summerhays and Toogood.—*Vide* "Costs."

COVENANTS.—Hamilton's Law of Covenants.—A Concise Treatise on the Law of Covenants. By G. BALDWIN HAMILTON, of the Inner Temple, Esq., Barrister-at-Law. Demy 8vo. 1888. 7s. 6d.

"A handy volume written with clearness, intelligence, and accuracy, and will be useful to the profession."—*Law Times*.

CRIMINAL LAW.—Archbold's Pleading and Evidence in Criminal Cases.—With the Statutes, Precedents of Indictments, &c., and the Evidence necessary to support them. Twentieth Edition. By WILLIAM BRUCE, Esq., Stipendiary Magistrate for the Borough of Leeds. Royal 12mo. 1886. 1l. 11s. 6d.

Mews' Digest of Cases relating to Criminal Law from 1756 to 1883, inclusive.—By JOHN MEWS, assisted by C. M. CHAPMAN, HARRY H. W. SPARHAM, and A. H. TODD, Barristers-at-Law. Royal 8vo. 1884. 1l. 1s.

Phillips' Comparative Criminal Jurisprudence.—Vol. I. Penal Law. Vol. II. Criminal Procedure. By H. A. D. PHILLIPS, Bengal Civil Service. 2 vols. Demy 8vo. 1889. 1l. 4s.

Roscoe's Digest of the Law of Evidence in Criminal Cases.—Eleventh Edition. By HORACE SMITH and GILBERT GEORGE KENNEDY, Esqrs., Metropolitan Magistrates. Demy 8vo. 1890. 1l. 11s. 6d.

"To the criminal lawyer it is his guide, philosopher and friend. What Roscoe says most judges will accept without question. . . . Every addition has been made necessary to make the digest efficient, accurate, and complete."—*Law Times*.

Russell's Treatise on Crimes and Misdemeanors.—Fifth Edition. By SAMUEL PRENTICE, Esq., one of Her Majesty's Counsel, 3 vols. Royal 8vo. 1877. 5l. 15s. 6d.

"What better Digest of Criminal Law could we possibly hope for than 'Russell on Crimes'?"—*Sir James Fitzjames Stephen's Speech on Codification*.

Shirley's Sketch of the Criminal Law.—By W. S. SHIRLEY, Esq., Barrister-at-Law. Second Edition. By CHARLES STEPHEN HUNTER, Esq., Barrister-at-Law. Demy 8vo. 1889. 7s. 6d.

As a primary introduction to Criminal Law, it will be found very acceptable to students."—*Law Students' Journal*.

Shirley.—*Vide* "Leading Cases." **Thring.**—*Vide* "Navy."

* * * *All standard Law Works are kept in Stock, in law calf and other bindings.*

DECISIONS OF SIR GEORGE JESSEL.—Peter's Analysis and Digest of the Decisions of Sir George Jessel; with Notes, &c. By APSLEY PETRE PETER, Solicitor. Demy 8vo. 1883. 16s.

DIARY.—Lawyer's Companion (The), Diary, and Law Directory for 1892.—For the use of the Legal Profession, Public Companies, Justices, Merchants, Estate Agents, Auctioneers, &c., &c. Edited by EDWIN LAYMAN, B.A., of the Middle Temple, Esq., Barrister-at-Law; and contains Tables of Costs in the High Court of Judicature and County Court, &c.; Monthly Diary of County, Local Government, and Parish Business; Oaths in Supreme Court; List of Statutes of 1891; Alphabetical Index to the Practical Statutes since 1820; the New Schedule of Stamp Duties; Legal Time, Interest, Discount, Income, Wages and other Tables; Probate, Legacy and Succession Duties; and a variety of matters of practical utility: together with a complete List of the English Bar, and London and Country Solicitors, with date of admission and appointments. PUBLISHED ANNUALLY. Forty-sixth Issue. 1892. (*Pub. about Nov. 1.*)

Issued in the following forms, octavo size, strongly bound in cloth:—

- | | |
|--|--------|
| 1. Two days on a page, plain | 5s.0d. |
| 2. The above, INTERLEAVED for ATTENDANCES | 7 0 |
| 3. Two days on a page, ruled, with or without money columns | 5 6 |
| 4. The above, with money columns, INTERLEAVED for ATTENDANCES | 8 0 |
| 5. Whole page for each day, plain | 7 6 |
| 6. The above, INTERLEAVED for ATTENDANCES | 9 6 |
| 7. Whole page for each day, ruled, with or without money columns | 8 6 |
| 8. The above, INTERLEAVED for ATTENDANCES | 10 6 |
| 9. Three days on a page, ruled blue lines, without money columns | 5 0 |

The Diary contains memoranda of Legal Business throughout the Year.

"Contains all the information which could be looked for in such a work, and gives it in a most convenient form and very completely."—*Solicitors' Journal*.

"The 'Lawyer's Companion and Diary' is a book that ought to be in the possession of every lawyer, and of every man of business."

"The 'Lawyer's Companion' is, indeed, what it is called, for it combines everything required for reference in the lawyer's office."—*Law Times*.

"The practitioner will find in these pages, not only all that he might reasonably expect to find, but a great deal more."—*Law Journal*, December 6, 1890.

"It should be in the hands of all members of both branches of the profession."—*Law Gazette*, November 27, 1890.

"The thousand and one things that one needs constantly to know and yet can never remember, will be found handily arranged for immediate reference."—*Pump Court*.

"This legal Whitaker is a noble work, and no lawyer has any right to want to know anything—except law, which it would not tell him."—*Saturday Review*.

DICTIONARY.—The Pocket Law Lexicon.—Explaining Technical Words, Phrases and Maxims of the English, Scotch and Roman Law, to which is added a complete List of Law Reports, with their Abbreviations. Second Edition, Enlarged. By HENRY G. RAWSON, Esq., Barrister-at-Law. Fcap. 8vo. 1884. 6s. 6d.

"A wonderful little legal Dictionary."—*Indermaur's Law Students' Journal*.

"A very handy, complete, and useful little work."—*Saturday Review*.

Wharton's Law Lexicon.—Forming an Epitome of the Law of England, and containing full Explanations of the Technical Terms and Phrases thereof, both Ancient and Modern; including the various Legal Terms used in Commercial Business. Together with a Translation of the Latin Law Maxims and selected Titles from the Civil, Scotch and Indian Law. Ninth Edition. By J. M. LELY, Esq., Barrister-at-Law. Super-royal 8vo. (*In preparation.*)

"On almost every point both student and practitioner can gather information from this invaluable book, which ought to be in every lawyer's office."—*Gibson's Law Notes*.

"One of the first books which every articulated clerk and bar student should procure."—*Law Students' Journal*.

"As it now stands the Lexicon contains all it need contain, and to those who value such a work it is made more valuable still."—*Law Times*.

••• All standard Law Works are kept in Stock, in law calf and other bindings.

DIGESTS.—Chitty's Index to all the Reported Cases decided in the several Courts of Equity in England, the Privy Council, and the House of Lords, with a selection of Irish Cases, on or relating to the Principles, Pleading, and Practice of Equity and Bankruptcy from the earliest period. Fourth Edition. Wholly Revised, Re-classified, and brought down to the End of 1883. By HENRY EDWARD HIRST, Barrister-at-Law. Complete in 9 vols. Roy. 8vo. 1883-89. 12l. 12s.

* * The volumes sold separately; Vols. I., II., III., V., VI., VII. and VIII. *Each*, 1l. 11s. 6d. Vol. IV., 2l. 2s. Vol. IX., Names of Cases, 1l. 1s.

"A work indispensable to every bookcase in Lincoln's Inn."—*Law Quarterly Review*.
 "The practitioner can hardly afford to do without such a weapon as Mr. Hirst supplies, because if he does not use it probably his opponent will."—*Law Journal*.

"We think that we owe it to Mr. Hirst to say that on each occasion when a volume of his book comes before us we exert some diligence to try and find an omission in it, and we apply tests which are generally successful with ordinary text-writers, but not so with Mr. Hirst. At present we have not been able to find a flaw in his armour. We conclude, therefore, that he is an unusually accurate and diligent compiler."—*Law Times*.

Dale and Lehmann's Digest of Cases, Overruled, Not Followed, Disapproved, Approved, Distinguished, Commented on and specially considered in the English Courts from the Year 1756 to 1886 inclusive, arranged according to alphabetical order of their subjects; together with Extracts from the Judgments delivered thereon, and a complete Index of the Cases, in which are included all Cases reversed from the year 1856. By CHAS. WM. MITCALFE DALE, and RUDOLF CHAMBERS LEHMANN, assisted by CHAS. H. L. NEISH, and HERBERT H. CHILD, Barristers-at-Law. Royal 8vo. 1887. 2l. 10s.

(Forms a Supplement to Chitty's Equity Index and Fisher's Common Law Dig.)

"One of the best works of reference to be found in any library."—*Law Times*.

"The work has been carefully executed, and is likely to be of much service to the practitioner."—*Solicitors' Journal*.

"The book is divided into two parts, the first consisting of an alphabetical index of the cases contained in the Digest presented in a tabular form, showing at a glance how, where, and by what judges they have been considered. The second portion of the book comprises the Digest itself, and bears marks of the great labour and research bestowed upon it by the compilers."—*Law Journal*.

Fisher's Digest of the Reported Decisions of the Courts of Common Law, Bankruptcy, Probate, Admiralty, and Divorce, together with a Selection from those of the Court of Chancery and Irish Courts from 1756 to 1883 inclusive. Founded on Fisher's Digest. By J. MEWS, assisted by C. M. CHAPMAN, H. H. W. SPARHAM, and A. H. TODD, Barristers-at-Law. 7 vols. Roy. 8vo. 1884. 12l. 12s.

"To the common lawyer it is, in our opinion, the most useful work he can possess."—*Law Times*.

Mews's Consolidated Digest of all the Reports in all the Courts, for the Years 1884-88 inclusive.—By JOHN MEWS, Barrister-at-Law. Royal 8vo. 1889. 1l. 11s. 6d.

"This work is an indispensable companion to the new edition of Chitty's Digest, which ends with 1883, and also Fisher's Digest ending with the same year. . . . The work appears to us to be exceedingly well done."—*Solicitors' Journal*.

The Annual Digest for 1889 and 1890. By JOHN MEWS. *Each*, 15s.

* * The above Works bring Fisher's Common Law and Chitty's Equity Digests down to end of 1890.

Talbot and Fort's Index of Cases Judicially noticed (1865-1890); being a List of all Cases cited in Judgments reported in the "Law Reports," "Law Journal," "Law Times," and "Weekly Reporter," from Michaelmas Term, 1865 to the end of 1890, with the places where they are so cited.—By GEORGE JOHN TALBOT and HUGH FORT, Barristers-at-Law. Royal 8vo. 1891. 25s.

"Talbot and Fort is forthwith established in our revolving bookcase side by side with Dale and Lehmann."—*Law Quarterly Review*, July, 1891.

* * All standard Law Works are kept in Stock, in law calf and other bindings.

DISCOVERY.—Hare's Treatise on the Discovery of Evidence.—Second Edition. By **SHERLOCK HARE**, Barrister-at-Law. Post 8vo. 1877. 12s.

Sichel and Chance's Discovery.—The Law relating to Interrogatories, Production, Inspection of Documents, and Discovery, as well in the Superior as in the Inferior Courts, together with an Appendix of the Acts, Forms and Orders. By **WALTER S. SICHEL**, and **WILLIAM CHANCE**, Esqrs., Barristers-at-Law. Demy 8vo. 1883. 12s.

DISTRESS.—Oldham and Foster on the Law of Distress.—A Treatise on the Law of Distress, with an Appendix of Forms, Table of Statutes, &c. Second Edition. By **ARTHUR OLDHAM** and **A. LA TROBE FOSTER**, Esqrs., Barristers-at-Law. Demy 8vo. 1889. 18s.

"This is a useful book, because it embraces the whole range of the remedy by distress, not merely distress for rent, but also for *damage feasant*, tithes, poor and highway rates and taxes, and many other matters."—*Solicitors' Journal*.

DISTRICT REGISTRIES.—Archibald.—*Vide* "Chamber Practice."

DIVORCE.—Browne and Powles' Law and Practice in Divorce and Matrimonial Causes. Fifth Edition. By **L. D. POWLES**, Esq., Barrister-at-Law. Demy 8vo. 1889. 17. 6s.

"The practitioner's standard work on divorce practice."—*Law Quarterly Review*.

"Mr. Powles' edition cites all the necessary information for bringing the book down to date, supplies an excellent index, on which he has spent much pains, and maintains the position which Browne's Divorce Treatise has held for many years."—*Law Journal*.

Winter's Manual of the Law and Practice of Divorce.—By **DUNCAN CLERK WINTER**, Solicitor. (Reprinted from "The Jurist.") Crown 8vo. 1889. *Net*, 2s. 6d.

DOGS.—Lupton's Law relating to Dogs.—By **FREDERICK LUPTON**, Solicitor. Royal 12mo. 1888. 5s.

"Within the pages of this work the reader will find every subject connected with the law relating to dogs touched upon, and the information given appears to be both exhaustive and correct."—*Law Times*.

DOMICIL.—Dicey's *Le Statut Personnel anglais ou la Loi du Domicile.*—Ouvrage traduit et complété d'après les derniers arrêts des Cours de Justice de Londres, et par la comparaison avec le Code Napoléon et les Diverses Législations du Continent. Par **EMILE STOQUART**, Avocat à la Cour d'Appel de Bruxelles. 2 Tomes. Demy 8vo. 1887-88. 11. 4s.

EASEMENTS.—Goddard's Treatise on the Law of Easements.—By **JOHN LEYBOURN GODDARD**, Esq., Barrister-at-Law. Fourth Edition. Demy 8vo. 1891. 11. 1s.

"An indispensable part of the lawyer's library."—*Solicitors' Journal*.

"The book is invaluable: where the cases are silent the author has taken pains to ascertain what the law would be if brought into question."—*Law Journal*.

"Nowhere has the subject been treated so exhaustively, and, we may add, so scientifically, as by Mr. Goddard. We recommend it to the most careful study of the law student, as well as to the library of the practitioner."—*Law Times*.

Innes' Digest of the English Law of Easements. Third Edition. By **MR. JUSTICE INNES**, lately one of the Judges of Her Majesty's High Court of Judicature, Madras. Royal 12mo. 1884. 6s.

ECCLESIASTICAL LAW.—Phillimore's Ecclesiastical Law of the Church of England. With Supplement. By the Right. Hon. Sir **ROBERT PHILLIMORE**, D.C.L. 2 vols. 8vo. 1873-76. (Published at 31. 7s. 6d.) *Reduced to net*, 11. 10s.

ELECTION IN EQUITY.—Serrell's Equitable Doctrine of Election. By **GEORGE SERRELL**, M.A., LL.D., Esq., Barrister-at-Law. Royal 12mo. 1891. 7s. 6d.

"The work is well executed, and will be of service to all who desire to master the doctrine of election."—*Law Journal*.

•• All standard Law Works are kept in Stock, in law calf and other bindings.

ELECTIONS.—Loader's The Candidate's and Election Agent's Guide; for Parliamentary and Municipal Elections, with an Appendix of Forms and Statutes. By JOHN LOADER, Esq., Barrister-at-Law. Demy 12mo. 1885. 7s. 6d.

"The book is a thoroughly practical one."—*Solicitors' Journal*.

Rogers on Elections.—In two parts.

Part I. REGISTRATION, including the Practice in Registration Appeals; Parliamentary, Municipal, and Local Government; with Appendices of Statutes, Orders in Council, and Forms. Fifteenth Edition. By MAURICE POWELL, of the Inner Temple, Esq., Barrister-at-Law. Royal 12mo. 1890. 17. 1s.

"The practitioner will find within these covers everything which he can be expected to know, well arranged and carefully stated."—*Law Times*, July 12, 1890.

Part II. ELECTIONS AND PETITIONS. Parliamentary and Municipal, with an Appendix of Statutes and Forms. Fifteenth Edition. Incorporating all the Decisions of the Election Judges, with Statutes to June, 1886, and a new and exhaustive Index. By JOHN CORRIE CARTER, and J. S. SANDARS, Esqrs., Barristers-at-Law. Royal 12mo. 1886. 17. 1s.

"A very satisfactory treatise on election law . . . his chapters on election expenses and illegal practices are well arranged, and tersely expressed. The completeness and general character of the book as regards the old law are too well known to need description."—*Solicitors' Journal*.

ELECTRIC LIGHTING.—Bazalgette and Humphreys.—*Vide* "Local and Municipal Government."

Cunynghame's Treatise on the Law of Electric Lighting, with the Acts of Parliament, and Rules and Orders of the Board of Trade, a Model Provisional Order, and a set of Forms, to which is added a Description of the Principal Apparatus used in Electric Lighting, with Illustrations. By HENRY CUNYNGHAME, Barrister-at-Law. Royal 8vo. 1883. 12s. 6d.

EMPLOYERS' LIABILITY.—Firth's Law relating to the Liability of Employers for Injuries suffered by their Servants in the course of their Employment.—By T. W. STAPLEE FIRTH, Solicitor (The Sir Henry James Prize Essay). Demy 8vo. 1890. Net 2s. 6d.

EQUITY, and *Vide* CHANCERY.

Chitty's Index.—*Vide* "Digests."

Mews' Digest.—*Vide* "Digests."

Serrell.—*Vide* "Election in Equity."

Seton's Forms of Decrees, Judgments, and Orders in the High Court of Justice and Courts of Appeal, having especial reference to the Chancery Division, with Practical Notes. Fourth Edition. 2 vols. in 3. Royal 8vo. 1877—1879. Reduced to net 30s.

Shearwood's Introduction to the Principles of Equity. By JOSEPH A. SHEARWOOD, Author of "A Concise Abridgment of Real and Personal Property," &c., Barrister-at-Law. 8vo. 1885. 6s.

Smith's Manual of Equity Jurisprudence.—A Manual of Equity Jurisprudence for Practitioners and Students, founded on the Works of Story, Spence, and other writers, comprising the Fundamental Principles and the points of Equity usually occurring in General Practice. By JOSIAH W. SMITH, Q.C. Fourteenth Edition. By J. TRUSTAM, LL.M., Esq., Barrister-at-Law. 12mo. 1889. 12s. 6d.

"Still holds its own as the most popular first book of equity jurisprudence, and one which every student must of necessity read."—*Law Journal*, September 21, 1889.

"It will be found as useful to the practitioner as to the student."—*Solicitors' Journal*.

"A book that must very nearly be learnt by heart."—*The Jurist*, September, 1889.

"We still think that the student of Equity will do well to read the book of the late Mr. Josiah Smith, especially now that a new edition has appeared."—*Law Notes*, September, 1889.

*** All standard Law Works are kept in Stock, in law calf and other bindings.

EQUITY—*continued.*

Smith's Practical Exposition of the Principles of Equity, illustrated by the Leading Decisions thereon. For the use of Students and Practitioners. Second Edition. By H. ARTHUR SMITH, M.A., LL.B., Esq., Barrister-at-Law. Demy 8vo. 1888. 21s.

"This excellent practical exposition of the principles of equity is a work one can well recommend to students either for the bar or the examinations of the Incorporated Law Society. It will also be found equally valuable to the busy practitioner. It contains a mass of information well arranged, and is illustrated by all the leading decisions. All the legislative changes that have occurred since the publication of the first edition have been duly incorporated in the present issue."—*Law Times*.

ESTOPPEL.—Everest and Strode's Law of Estoppel. By LANCELOT FIELDING EVEREST, and EDMUND STRODE, Esqrs., Barristers-at-Law. Demy 8vo. 1884. 18s.

"A useful repository of the case law on the subject."—*Law Journal*.

EXAMINATION GUIDES.—Bedford's Digest of the Preliminary Examination Questions in Latin Grammar, Arithmetic, French Grammar, History and Geography, with the Answers. Second Edition. Demy 8vo. 1882. 18s.

Bedford's Student's Guide to the Ninth Edition of Stephen's New Commentaries on the Laws of England.—Third Edition. Demy 8vo. 1884. 7s. 6d.

Haynes and Nelham's Honours Examination Digest, comprising all the Questions in Conveyancing, Equity, Common Law, Bankruptcy, Probate, Divorce, Admiralty, and Ecclesiastical Law and Practice asked at the Solicitors' Honours Examinations, with Answers thereto. By JOHN F. HAYNES, LL.D., and THOMAS A. NELHAM, Solicitor (Honours). Demy 8vo. 1883. 15s.

"Students going in for honours will find this one to their advantage."—*Law Times*.

Napier's Modern Digest of the Final Examinations; a Modern Digest of the Law necessary to be known for the Final Examination of the Incorporated Law Society, done into Questions and Answers; and a Guide to a Course of Study for that Examination. By T. BATEMAN NAPIER, LL.D., London, of the Inner Temple, Barrister-at-Law. Demy 8vo. 1887. 18s.

"As far as we have tested them we have found the questions very well framed, and the answers to them clear, concise and accurate. If used in the manner that Dr. Napier recommends that it should be used, that is, together with the text-books, there can be little doubt that it will prove of considerable value to students."—*The Jurist*.

Napier & Stephenson's Digest of the Subjects of Probate, Divorce, Bankruptcy, Admiralty, Ecclesiastical and Criminal Law necessary to be known for the Final Examination, done into Questions and Answers. With a Preliminary Chapter on a Course of Study for the above Subjects. By T. BATEMAN NAPIER and RICHARD M. STEPHENSON, Esqrs., Barristers-at-Law. Demy 8vo. 1888. 12s.

"It is concise and clear in its answers, and the questions are based on points, for the most part, material to be known."—*Pump Court*.

Napier & Stephenson's Digest of the Leading Points in the Subject of Criminal Law necessary to be known for Bar and University Law Examinations. Done into Questions and Answers. By T. BATEMAN NAPIER and RICHARD M. STEPHENSON, Esqrs., Barristers-at-Law. Demy 8vo. 1888. 5s.

"We commend the book to candidates for the Bar and University Legal Examinations."—*Pump Court*.

Shearwood's Guide for Candidates for the Professions of Barrister and Solicitor.—Second Edition. By JOSEPH A. SHEARWOOD, Esq., Barrister-at-Law. Demy 8vo. 1887. 6s.

"A practical little book for students."—*Law Quarterly Review*.

•• All standard Law Works are kept in Stock, in law calf and other bindings.

EXECUTIONS.—Edwards' Law of Execution upon Judgments and Orders of the Chancery and Queen's Bench Divisions of the High Court of Justice.—By C. JOHNSTON EDWARDS, of Lincoln's Inn, Esq., Barrister-at-Law. Demy 8vo. 1888. 16s.

"Will be found very useful, especially to solicitors. . . . In addition to the other good points in this book, it contains a copious collection of forms and a good index."—*Solicitors' Journal*.

"Mr. Edwards writes briefly and pointedly, and has the merit of beginning in each case at the beginning, without assuming that the reader knows anything. He explains who the sheriff is; what the Queen, in a writ *Elegit*, for example, orders him to do; how he does it; and what consequences ensue. The result is to make the whole treatise satisfactorily clear and easy to apprehend. If the index is good—as it appears to be—practitioners will probably find the book a thoroughly useful one."—*Law Quarterly Review*.

EXECUTORS.—Macaskie's Treatise on the Law of Executors and Administrators, and of the Administration of the Estates of Deceased Persons. With an Appendix of Statutes and Forms. By S. C. MACASKIE, Esq., Barrister-at-Law. 8vo. 1881. 10s. 6d.

Williams' Law of Executors and Administrators.—Ninth Edition. By the Hon. Sir ROLAND VAUGHAN WILLIAMS, a Justice of the High Court. 2 vols. Roy. 8vo. (In the press.)

EXTRADITION.—Kirchner's L'Extradition.—Recueil Renfermant in Extenso tous les Traités conclus jusqu'au 1^{er} Janvier, 1883, entre les Nations civilisées, et donnant la solution précise des difficultés qui peuvent surgir dans leur application. Avec une Préface de Me GEORGES LACHAUD, Avocat à la Cour d'Appel de Paris. Publié sous les auspices de M. C. E. HOWARD VINCENT, Directeur des Affaires Criminelles de la Police Métropolitaine de Londres. Par F. J. KIRCHNER, Attaché à la Direction des Affaires Criminelles. In 1 vol. (1150 pp.). Royal 8vo. 1883. 2l. 2s.

FACTORS ACTS.—Boyd and Pearson's Factors Acts (1823 to 1877). With an Introduction and Explanatory Notes. By HUGH FENWICK BOYD and ARTHUR BEILBY PEARSON, Barristers-at-Law. Royal 12mo. 1884. 6s.

Neish & Carter's Factors Act, 1889: with Commentary and Notes; designed particularly for the use and guidance of Mercantile Men. By CHARLES H. L. NEISH and A. T. CARTER, Esqrs., Barristers-at-Law. Royal 12mo. 1890. 4s.

FACTORY ACTS.—Notcutt's Law relating to Factories and Workshops. Second Edition. 12mo. 1879. 9s.

FARM, LAW OF.—Dixon's Law of the Farm.—A Digest of Cases connected with the Law of the Farm, and including the Agricultural Customs of England and Wales. Fourth Edition. By HENRY PERKINS, Esq., Barrister-at-Law. 8vo. 1879. 1l. 6s.

"It is impossible not to be struck with the extraordinary research that must have been used in the compilation of such a book as this."—*Law Journal*.

FIXTURES.—Amos and Ferard on the Law of Fixtures and other Property partaking both of a Real and Personal Nature. Third Edition. By C. A. FERARD and W. HOWLAND ROBERTS, Esqrs., Barristers-at-Law. Demy 8vo. 1883. 18s.

"An accurate and well written work."—*Saturday Review*.

FORMS.—Allen.—*Vide* "Pleading."

Archibald.—*Vide* "Chamber Practice."

Bullen and Leake.—*Vide* "Pleading."

Chitty's Forms of Practical Proceedings in the Queen's Bench Division of the High Court of Justice. Twelfth Edition. By T. W. CHITTY, Esq., Barrister-at-Law. Demy 8vo. 1883. 1l. 18s.

"The forms themselves are brief and clear, and the notes accurate and to the point."—*Law Journal*.

* * All standard Law Works are kept in Stock, in law calf and other bindings.

FORMS—continued.

Daniell's Forms and Precedents of Proceedings in the Chancery Division of the High Court of Justice and on Appeal therefrom.—Fourth Edition, with Summaries of the Rules of the Supreme Court, Practical Notes and References to the Sixth Edition of "Daniell's Chancery Practice." By CHARLES BURNEY, B.A. (Oxon.), a Chief Clerk of the Hon. Mr. Justice Chitty. Royal 8vo. 1885. 2l. 10s.

"Mr. Burney appears to have performed the laborious task before him with great success."—*Law Journal*.

"The standard work on Chancery Procedure."—*Law Quarterly Review*.

FRAUD AND MISREPRESENTATION.—Moncreiff's Treatise on the Law relating to Fraud and Misrepresentation.—By the Hon. FREDERICK MONCREIFF, of the Middle Temple, Barrister-at-Law. Demy 8vo. 1891. 21s.

"The task which Mr. Moncreiff has undertaken has been handled carefully and with considerable ability, and the work will well repay perusal."—*Solicitors' Journal*, June 6, 1891.

"There is a very full and carefully edited Index, with a large Table of Cases. Altogether the work is an admirable one."—*Law Gazette*, May 21, 1891.

GOODWILL.—Allan's Law relating to Goodwill.—By CHARLES E. ALLAN, M.A., LL.B., Esq., Barrister-at-Law. Demy 8vo. 1889. 7s. 6d.

"A work of much value upon a subject which is by no means easy."—*Solicitors' Journal*.

HIGHWAYS.—Baker's Law of Highways in England and Wales, including Bridges and Locomotives. Comprising a succinct Code of the several Provisions under each Head, the Statutes at length in an Appendix; with Notes of Cases, Forms, and copious Index. By THOMAS BAKER, Esq., Barrister-at-Law. Royal 12mo. 1880. 15s.

Bazalgette and Humphreys.—*Idé* "Local and Municipal Government."

Chambers' Law relating to Highways and Bridges, being the Statutes in full and brief Notes of 700 Leading Cases. By GEORGE F. CHAMBERS, Esq., Barrister-at-Law. 1878. 7s. 6d.

HOUSE TAX.—Ellis' Guide to the House Tax Acts, for the use of the Payer of Inhabited House Duty in England.—By ARTHUR M. ELLIS, LL.B. (Lond.), Solicitor, Author of "A Guide to the Income Tax Acts." Royal 12mo. 1885. 6s.

"We have found the information accurate, complete and very clearly expressed."—*Solicitors' Journal*.

HUSBAND AND WIFE.—Lush's Law of Husband and Wife; within the Jurisdiction of the Queen's Bench and Chancery Divisions. By C. MONTAGUE LUSH, Esq., Barrister-at-Law. 8vo. 1884. 20s.

"Mr. Lush has one thing to recommend him most strongly, and that is his accuracy."—*Law Magazine*.

INCOME TAX.—Ellis' Guide to the Income Tax Acts.—For the use of the English Income Tax Payer. Second Edition. By ARTHUR M. ELLIS, LL.B. (Lond.), Solicitor. Royal 12mo. 1886. 7s. 6d.

"Contains in a convenient form the law bearing upon the Income Tax."—*Law Times*.

INLAND REVENUE CASES.—Highmore's Summary Proceedings in Inland Revenue Cases in England and Wales.—Second Edition. By N. J. HIGHMORE, Esq., Barrister-at-Law, and of the Solicitors' Department, Inland Revenue. Roy. 12mo. 1887. 7s. 6d.

"Is very complete. Every possible information is given."—*Law Times*.

INSURANCE.—Arnould on the Law of Marine Insurance.—Sixth Edition. By DAVID MACLACHLAN, Esq., Barrister-at-Law. 2 vols. Royal 8vo. 1887. 3l.

"As a text book, 'Arnould' is now all the practitioner can want."—*Law Times*.

Lowndes' Practical Treatise on the Law of Marine Insurance.—By RICHARD LOWNDES. Author of "The Law of General Average," &c. Second Edition. Demy 8vo. 1885. 12s. 6d.

•• All standard Law Works are kept in Stock, in law calf and other bindings.

INSURANCE—continued.

McArthur on the Contract of Marine Insurance.—Second Edition.

By CHARLES McARTHUR, Average Adjuster. Demy 8vo. 1890. 16s.

INTERNATIONAL LAW.—**Kent's International Law.**—Kent's Commentary on International Law. Edited by J. T. ABDY, LL.D., Judge of County Courts. Second Edition. Crown 8vo. 1878. 10s. 6d.

Nelson's Private International Law.—Selected Cases, Statutes, and Orders illustrative of the Principles of Private International Law as Administered in England, with Commentary. By HORACE NELSON, M.A., B.C.L., Barrister-at-Law. Roy. 8vo. 1889. 21s.

"The notes are full of matter, and avoid the vice of discursiveness, cases being cited for practically every proposition."—*Law Times*.

Wheaton's Elements of International Law; Third English Edition.

Edited with Notes and Appendix of Statutes and Treaties. By

A. C. BOYD, Esq., Barrister-at-Law. Royal 8vo. 1889. 1l. 10s.

"A handsome and useful edition of a standard work."—*Law Quarterly Review*.

"Wheaton stands too high for criticism, whilst Mr. Boyd's merits as an editor are almost as well established."—*Law Times*.

INTERROGATORIES.—Sichel and Chance.—*Vide* "Discovery."

JOINT STOCKS.—Palmer.—*Vide* "Company Law," "Conveyancing," and "Winding-up."

Thring's Joint Stock Companies' Law.—The Law and Practice of Joint Stock and other Companies, including the Companies Acts, 1862 to 1886, with Notes, Orders, and Rules in Chancery, a Collection of Precedents of Memoranda and Articles of Association, and other Forms required in Making and Administering a Company. Also the Partnership Law Amendment Act, the Life Assurance Companies Acts, and other Acts relating to Companies. By LORD THRING, K.C.B., formerly the Parliamentary Counsel. Fifth Edition. By J. M. RENDEL, Esq., Barrister-at-Law. Royal 8vo. 1889. 1l. 10s.

"The highest authority on the subject."—*The Times*.

"The book has long taken its place among the authoritative expositions of the law of companies. Its very useful forms are a special feature of the book, which will be of great value to practitioners."—*Law Journal*.

JUDGES' CHAMBER PRACTICE.—Archibald.—*Vide* "Chamber Practice."

JUDICATURE ACTS.—Wilson's Practice of the Supreme Court of Judicature: containing the Acts, Orders, Rules, and Regulations relating to the Supreme Court. With Practical Notes. Seventh Edition. By CHARLES BURNEY, a Chief Clerk of the Hon. Mr. Justice Chitty, Editor of "Daniell's Chancery Forms;" M. MUIR MACKENZIE, and C. A. WHITE, Esqrs., Barristers-at-Law. Roy. 8vo. 1888. 1l.

"A thoroughly reliable and most conveniently arranged practice guide."—*Law Times*

JUSTICE OF THE PEACE.—Stone's Practice for Justices of the Peace, Justices' Clerks and Solicitors at Petty and Special Sessions, in Summary matters, and Indictable Offences, with a list of Summary Convictions, and matters not Criminal. With Forms. Ninth Edit. By W. H. MACNAMARA, Esq., Barrister-at-Law. Demy 8vo. 1882. 1l. 5s.

Wigram's Justice's Note Book.—Containing a short account of the Jurisdiction and Duties of Justices, and an Epitome of Criminal Law. By the late W. KNOX WIGRAM, Esq., Barrister-at-Law, J. P. Middlesex and Westminster. Fifth Edition. Revised by WALTER S. SHIBLEY, Esq., Barrister-at-Law. Royal 12mo. 1888. 12s. 6d.

"The style is clear, and the expression always forcible, and sometimes humorous. The book will repay perusal by many besides those who, as justices, will find it an indispensable companion."—*Law Quarterly Review*.

"We can thoroughly recommend the volume to magistrates."—*Law Times*.

*** All standard Law Works are kept in Stock, in law calf and other bindings.


LAND TAX.—**Bourdin's Land Tax.**—An Exposition of the Land Tax. Third Edition. Including the Recent Judicial Decisions, and the Incidental Changes in the Law effected by the Taxes Management Act, with other Additional Matter. Thoroughly revised and corrected. By SHIRLEY BUNBURY, of the Inland Revenue Department, Assistant Registrar of the Land Tax. Royal 12mo. 1885. 6s.

LANDLORD AND TENANT.—**Woodfall's Law of Landlord and Tenant.**—With a full Collection of Precedents and Forms of Procedure; containing also a collection of Leading Propositions. Fourteenth Edit. By J. M. LELY, Esq., Barrister-at-Law, Editor of "Chitty's Statutes," "Wharton's Law Lexicon," &c. Roy. 8vo. 1889. 17. 18s.
 "The editor has expended elaborate industry and systematic ability in making the work as perfect as possible."—*Solicitors' Journal*.
 Lely and Peck.—*Vide "Leases."*

LANDS CLAUSES ACTS.—**Jepson's Lands Clauses Consolidation Acts;** with Decisions, Forms, and Table of Costs. By ARTHUR JEPSON, Esq., Barrister-at-Law. Demy 8vo. 1880. 18s.

LAW LIST.—**Law List (The).**—Comprising the Judges and Officers of the different Courts of Justice, Counsel, Special Pleaders, Conveyancers, Solicitors, Proctors, Notaries, &c., in England and Wales; the Circuits, Judges, Treasurers, Registrars, and High Bailiffs of the County Courts; Metropolitan and Stipendiary Magistrates, Official Receivers under the Bankruptcy Act, Law and Public Officers in England and the Colonies, Foreign Lawyers with their English Agents, Clerks of the Peace, Town Clerks, Coroners, &c., &c., and Commissioners for taking Oaths, Conveyancers Practising in England under Certificates obtained in Scotland. Compiled, so far as relates to Special Pleaders, Conveyancers, Solicitors, Proctors and Notaries, by JOHN SAMUEL PURCELL, C.B., Controller of Stamps, and Registrar of Joint Stock Companies, Somerset House, and Published by the Authority of the Commissioners of Inland Revenue. 1891. (*Published about March 1.*) (*Net cash, 9s.*) 10s. 6d.


LAW QUARTERLY REVIEW—Edited by Sir FREDERICK POLLOCK, Bart., M.A., LL.D., Corpus Professor of Jurisprudence in the University of Oxford. Vols. I., II., III., IV., V. and VI. Royal 8vo. 1885-90. *Each, 12s.*

 *Subscription 10s. per annum, post free. (Foreign postage 2s. 6d. extra.)*

The Review includes:—The discussion of current decisions of importance in the Courts of this country, and (so far as practicable) of the Colonies, the United States, British India, and other British Possessions where the Common Law is administered; the consideration of topics of proposed legislation before Parliament; the treatment of questions of immediate political and social interest in their legal aspect; inquiries into the history and antiquities of our own and other systems of law and legal institutions. Endeavour is also made to take account of the legal science and legislation of Continental States in so far as they bear on general jurisprudence, or may throw light by comparison upon problems of English or American legislation. The current legal literature of our own country receives careful attention; and works of serious importance, both English and foreign, are occasionally discussed at length.

LAWYER'S ANNUAL LIBRARY.—(1) The Annual Practice.—By SNOW, BURNEY, and STRINGER. (2) The Annual Digest.—By MEWS. (3) The Annual Statutes.—By LELY. (4) The Annual County Court Practice.—By His Honour JUDGE HEYWOOD.

The Complete Series, as above, delivered on the day of publication, *net, 2l.* Nos. 1, 2, and 3 only, *net, 1l. 10s.* Nos. 2, 3, and 4 only, *net, 1l. 10s.* (*Carriage extra, 2s.*)

 *Subscriptions, payable on or before August 1st in each year.*

Full prospectus forwarded on application.

LAWYER'S COMPANION.—*Vide "Diary."*

. *All standard Law Works are kept in Stock, in law calf and other bindings.*

LEADING CASES.—Ball's Leading Cases. *Vide* "Torts." *

Haynes' Student's Leading Cases. Being some of the Principal Decisions of the Courts in Constitutional Law, Common Law, Conveyancing and Equity, Probate, Divorce, and Criminal Law. With Notes for the use of Students. Second Edition. By JOHN F. HAYNES, LL.D. Demy 8vo. 1884. 16s.

Shirley's Selection of Leading Cases in the Common Law. With Notes. By W. SHIRLEY SHIRLEY, Esq., Barrister-at-Law. Fourth Edition. By RICHARD WATSON, of Lincoln's Inn, Esq., Barrister-at-Law. Demy 8vo. 1891. (Nearly ready.) 16s.

"If any words of praise of ours can add to its well-deserved reputation, we give the reader carte blanche to supply them on our behalf out of his own thrilling eloquence and vivid imagination, and we will undertake to ratify them."—*The Jurist*.

Shirley's Selection of Leading Cases in the Criminal Law. With Notes. By W. S. SHIRLEY, Esq., Barrister-at-Law. 8vo. 1888. 6s.

"Will undoubtedly prove of value to students."—*Law Notes*.

LEASES.—Lely and Peck's Precedents of Leases for Years, and other Contracts of Tenancy, and Contracts relating thereto; mainly selected or adapted from existing Collections, including many additional Forms, with a short Introduction and Notes. By J. M. LELY and W. A. PECK, Barristers-at-Law. Royal 8vo. 1889. 10s. 6d.

"Varied, well considered, and thoroughly practical... while a useful addition to the library of the conveyancing counsel, will be still more useful to conveyancing solicitors and estate agents."—*Law Times*, November 9, 1889.

LEXICON.—*Vide* "Dictionary."

LIBEL AND SLANDER.—Odgers on Libel and Slander.—A Digest of the Law of Libel and Slander: the Evidence, Procedure and Practice, both in Civil and Criminal Cases, and Precedents of Pleadings. Second Edition, with a SUPPLEMENT, bringing the Law down to June, 1890. By W. BLAKE ODGERS, LL.D., Barrister-at-Law. Royal 8vo. 1890. 11. 12s.

* * *The Supplement, containing the Law of Libel Amendment Act, 1888, with Notes and Addenda of Cases, separately. Net, 1s. 6d.*

"The best modern book on the law of libel."—*Daily News*.

"A full, accurate, and satisfactory guide."—*Solicitors' Journal*.

LIBRARIES AND MUSEUMS.—Chambers' Digest of the Law relating to Public Libraries and Museums, and Literary and Scientific Institutions: with much Practical Information useful to Managers, Committees and Officers of all classes of Associations and Clubs connected with Literature, Science and Art; including Precedents of By-Laws and Regulations, the Statutes in Full, and brief Notes of Leading Cases. Third Edition. By GEO. F. CHAMBERS, Esq., Barrister-at-Law. Roy. 8vo. 1889. 8s. 6d.

LICENSING.—Lely and Foulkes' Licensing Acts, 1828, 1869, and 1872—1874; with Notes to the Acts, a Summary of the Law, and an Appendix of Forms. Third Edit. By J. M. LELY and W. D. I. FOULKES, Esqrs., Barristers-at-Law. Roy. 12mo. 1887. 10s. 6d.

"We do not know of a more compact or useful treatise on the subject."—*Sol. Jour.*

LOCAL AND MUNICIPAL GOVERNMENT.—Bazalgette and Humphreys' Law relating to County Councils: being the Local Government Act, 1888, County Electors Act, 1888, the Incorporated Clauses of the Municipal Corporations Act, 1882, and a compendious Introduction and Notes; with Analysis of Statutes affecting the same, Orders in Council, Circulars, and a Copious Index. By C. N. BAZALGETTE and GEORGE HUMPHREYS, Barristers-at-Law, Joint Authors of "The Law of Local and Municipal Government." Third Edition. By GEORGE HUMPHREYS, Esq. Royal 8vo. 1889. 7s. 6d.

"The most stately as regards size, and the best in point of type of all the works. There is a good introduction... the notes are careful and helpful."—*Solicitors' Journal*.

* * *All standard Law Works are kept in Stock, in law calf and other bindings.*

LOCAL AND MUNICIPAL GOVERNMENT—*continued.*

Bazalgette and Humphreys' Law relating to Local and Municipal Government. Comprising the Statutes relating to Public Health, Municipal Corporations, Highways, Burial, Gas and Water, Public Loans, Compulsory Taking of Lands, Tramways, Electric Lighting, Artizans' Dwellings, &c., Rivers' Pollution, the Clauses Consolidation Acts, and many others, fully annotated with cases up to date, a selection of the Circulars of the Local Government Board, with a Table of upwards of 2,500 Cases, and full Index. With Addenda containing the Judicial Decisions and Legislation relating to Local and Municipal Government since 1885. By C. NORMAN BAZALGETTE and GEORGE HUMPHREYS, Esqrs., Barristers-at-Law. Sup. royal 8vo. 1888. 3l. 3s.

* * * *The Addenda may be had separately. Net, 2s. 6d.*

"The book is thoroughly comprehensive of the law on all points of which it professes to treat."—*Law Journal.*

"The work is one that no local officer should be without; for nothing short of a whole library of statutes, reports, and handbooks could take its place."—*Municipal Review.*

Chambers' Popular Summary of the Law relating to Local Government, forming a complete Guide to the new Act of 1888. Second Edition. By G. F. CHAMBERS, Barrister-at-Law. Imp. 8vo. 1888. (*Or bound in Cloth with copy of Act, 5s. 6d.*) Net, 2s. 6d.

MAGISTERIAL LAW.—Shirley's Elementary Treatise on Magisterial Law, and on the Practice of Magistrates' Courts.—By W. S. SHIRLEY, Esq., Barrister-at-Law. Roy. 12mo. 1881. 6s. 6d.

Wigram.—*Vide* "Justice of the Peace."

MALICIOUS PROSECUTIONS.—Stephen's Law relating to Actions for Malicious Prosecutions.—By HERBERT STEPHEN, LL.M., of the Inner Temple, Barrister-at-Law, part Author of "A Digest of the Criminal Law Procedure." Royal 12mo. 1888. 6s.

"A reliable text-book upon the law of malicious prosecution."—*Law Times.*

MARITIME DECISIONS.—Douglas' Maritime Law Decisions.—An Alphabetical Reference Index to Recent and Important Maritime Decisions. Compiled by ROBT. R. DOUGLAS. Demy 8vo. 1888. 7s. 6d.

Marine Insurance.—*Vide* "Insurance."

MARRIAGE.—Kelly's French Law of Marriage, and the Conflict of Laws that arises therefrom. By E. KELLY, M.A., of the New York Bar, Licencié en Droit de la Faculté de Paris. Roy. 8vo. 1885. 6s.

MARRIAGE SETTLEMENTS.—Banning's Concise Treatise on the Law of Marriage Settlements; with an Appendix of Statutes. By H. T. BANNING, Esq., Barrister-at-Law. Demy 8vo. 1884. 15s.

MARRIED WOMEN'S PROPERTY.—Lush's Married Women's Rights and Liabilities in relation to Contracts, Torts, and Trusts. By MONTAGUE LUSH, Esq., Barrister-at-Law, Author of "The Law of Husband and Wife." Royal 12mo. 1887. 5s.

"Well arranged, clearly written, and has a good index."—*Law Times.*

Smith's Married Women's Property Acts, 1882 and 1884, with an Introduction and Critical and Explanatory Notes, together with the Married Women's Property Acts, 1870 and 1874, &c. 2nd Edit. Revised. By H. A. SMITH, Esq., Barrister-at-Law. Roy. 12mo. 1884. 6s.

MASTER AND SERVANT.—Macdonell's Law of Master and Servant. Part I. Common Law. Part II. Statute Law. By JOHN MACDONELL, M.A., Esq., Barrister-at-Law. Demy 8vo. 1883. 1l. 5s.

"A work which will be of real value to the practitioner."—*Law Times.*

MAYOR'S COURT PRACTICE.—Candy's Mayor's Court Practice.—The Jurisdiction, Process, Practice and Mode of Pleading in Ordinary Actions in the Mayor's Court in London. By GEORGE CANDY, Esq., one of Her Majesty's Counsel. Demy 8vo. 1879. 14s.

* * * *All standard Law Works are kept in Stock, in law calf and other bindings.*

MERCANTILE LAW.—Russell's Treatise on Mercantile Agency. Second Edition. 8vo. 1873. 14s.

Smith's Compendium of Mercantile Law.—Tenth Edition. By JOHN MACDONELL, Esq., a Master of the Supreme Court of Judicature, assisted by GEO. HUMPHREYS, Esq., Barrister-at-Law. 2 vols. Royal 8vo. 1890. 2l. 2s.

"Of the greatest value to the mercantile lawyer."—*Law Times*, March 22, 1890.

"We have no hesitation in recommending the work before us to the profession and the public as a reliable guide to the subjects included in it, and as constituting one of the most scientific treatises extant on mercantile law."—*Solicitors' Journal*, May 10, 1890.

Tudor's Selection of Leading Cases on Mercantile and Maritime Law.—With Notes. By O. D. TUDOR, Esq., Barrister-at-Law. Third Edition. Royal 8vo. 1884. 2l. 2s.

Wilson's Mercantile Handbook of the Liabilities of Merchant, Shipowner, and Underwriter on Shipments by General Vessels.—By A. WILSON, Solicitor and Notary. Royal 12mo. 1883. 6s.

Wood's Mercantile Agreements.—The Interpretation of Mercantile Agreements: A Summary of the Decisions as to the Meaning of Words and Provisions in Written Agreements for the Sale of Goods, Charter-Parties, Bills of Lading, and Marine Policies. With an Appendix containing a List of Words and Expressions used in, or in connection with, Mercantile Agreements, and a List of Mercantile Usages. By JOHN DENNISTOUN WOOD, Esq., Barrister-at-Law. Royal 8vo. 1886. 18s.

"A book of great use in the interpretation of written mercantile agreements."—*Law Journal*.

MERCHANDISE MARKS ACT.—Payn's Merchandise Marks Act, 1887.—With special reference to the Important Sections and the Customs Regulations and Orders made thereunder, together with the Conventions with Foreign States for Protection of Trade Marks, and Orders in Council, &c. By HOWARD PAYN, Barrister-at-Law, and of the Secretary's Department of the Board of Customs. Royal 12mo. 1888. 3s. 6d.

"Mr. Payn's lucid introduction places the subject very clearly before the reader, and his book must be a safe guide to all who are interested in the act."—*Law Times*, Feb. 1888.

METROPOLIS BUILDING ACTS.—Woolrych's Metropolitan Building Acts, together with such clauses of the Metropolitan Management Acts as more particularly relate to the Building Acts, with Notes and Forms. Third Edition. By W. H. MACNAMARA, Esq., Barrister-at-Law. 12mo. 1882. 10s.

MINES.—Rogers' Law relating to Mines, Minerals and Quarries in Great Britain and Ireland, with a Summary of the Laws of Foreign States, &c. Second Edition Enlarged. By His Honor Judge ROGERS. 8vo. 1876. 1l. 11s. 6d.

MORTGAGE.—Coote's Treatise on the Law of Mortgage.—Fifth Edition. Thoroughly revised. By WILLIAM WYLLYS MACKESON, Esq., one of Her Majesty's Counsel, and H. ARTHUR SMITH, Esq., Barrister-at-Law. 2 vols. Royal 8vo. 1884. 3l.

"A complete, terse and practical treatise for the modern lawyer."—*Solicitors' Journal*.

MUNICIPAL CORPORATIONS.—Bazalgette and Humphreys.—*Vide* "Local and Municipal Government."

Lely's Law of Municipal Corporations.—Containing the Municipal Corporation Act, 1882, and the Enactments incorporated therewith. With Notes. By J. M. LELY, Esq., Barrister-at-Law. Demy 8vo. 1882. 15s.

•• All standard Law Works are kept in Stock, in law calf and other bindings.

NAVY.—Thring's Criminal Law of the Navy, with an Introductory Chapter on the Early State and Discipline of the Navy, the Rules of Evidence, and an Appendix comprising the Naval Discipline Act and Practical Forms. Second Edition. By THEODORE THRING, Esq., Barrister-at-Law, and C. E. GIFFORD, Assistant-Paymaster, Royal Navy. 12mo. 1877. 12s. 6d.

NEGLIGENCE.—Smith's Treatise on the Law of Negligence Second Edition. By HORACE SMITH, Esq., Barrister-at-Law, Editor of "Addison on Contracts, and Torts," &c. 8vo. 1884. 12s. 6d.

"Of great value both to the practitioner and student of law."—*Solicitors' Journal*.

NISI PRIUS.—Roscoe's Digest of the Law of Evidence on the Trial of Actions at Nisi Prius.—Sixteenth Edition. By MAURICE POWELL, Esq., Barrister-at-Law. 2 vols. Demy 8vo. 1891. 2l. 10s.

"Continues to be a vast and closely packed storehouse of information on practice at Nisi Prius."—*Law Journal*.

NONCONFORMISTS.—Winslow's Law Relating to Protestant Nonconformists and their Places of Worship; being a Legal Handbook for Nonconformists. By REGINALD WINSLOW, Esq., Barrister-at-Law. Post 8vo. 1886. 6s.

NOTARY.—Brooke's Treatise on the Office and Practice of a Notary of England.—With a full collection of Precedents. Fifth Ed. By G. F. CHAMBERS, Esq., Barrister-at-Law. Demy 8vo. 1890. 1l. 1s.

OATHS.—Stringer's Oaths and Affirmations in Great Britain and Ireland; being a Collection of Statutes, Cases, and Forms, with Notes and Practical Directions for the use of Commissioners for Oaths, and of all Courts of Civil Procedure and Offices attached thereto. [In succession to "Braithwaite's Oaths."] By FRANCIS A. STRINGER, of the Central Office, Supreme Court of Judicature, one of the Editors of the "Annual Practice." Crown 8vo. 1890. 3s. 6d.

"Indispensable to all commissioners."—*Solicitors' Journal*, Jan. 11, 1890.

"A most excellent little handbook."—*Law Times*, Feb. 1, 1890.

PARISH LAW.—Steer's Parish Law; being a Digest of the Law relating to the Civil and Ecclesiastical Government of Parishes and the Relief of the Poor. Fifth Edition. By W. H. MACNAMARA, Esq., Barrister-at-Law. Demy 8vo. 1887. 18s.

"An exceedingly useful compendium of Parish Law."—*Law Times*.

"A very complete and excellent guide to Parish Law."—*Solicitors' Journal*.

"Every subject that can be considered parochial is, we think, contained in this volume, and the matter is brought down to date. It is a compendium which is really compendious."—*Law Journal*, Jan. 21, 1888.

PARTNERSHIP.—Pollock's Digest of the Law of Partnership; incorporating the Partnership Act, 1890. Fifth Edition. By SIR FREDERICK POLLOCK, Bart., Barrister-at-Law. Author of "Principles of Contract," "The Law of Torts," &c. Demy 8vo. 1890. 8s. 6d.

"What Sir Frederick Pollock has done he has done well, and we are confident this book will be most popular as well as extremely useful."—*Law Times*, Dec. 13, 1890.

Turner.—*Vide* "Conveyancing."

PATENTS.—Aston's (T.) Patents, Designs and Trade Marks Act, 1883, with Notes and Index to the Act, Rules and Forms. By THEODORE ASTON, Q.C. Royal 12mo. 1884. 6s.

Edmunds' Patents, Designs and Trade Marks Acts, 1883 to 1888, Consolidated, with an Index. By LEWIS EDMUNDS, D.Sc., LL.B., Barrister-at-Law. Imp. 8vo. 1889. Net 2s. 6d.

•• All standard Law Works are kept in Stock, in law calf and other bindings.

PATENTS—continued.

Edmunds on Patents.—The Law and Practice of Letters Patent for Inventions; with the Patents Acts and Rules annotated, and the International Convention, a full collection of Statutes, Forms, and Precedents, and an Outline of Foreign and Colonial Patent Laws, &c. By LEWIS EDMUNDS, assisted by A. WOOD RENTON, Esqrs., Barristers-at-Law. Royal 8vo. (992 pp.). 1890. 1l. 12s.

"We have nothing but commendation for the book. Conceived in a large and comprehensive spirit, it is well and thoroughly carried out. . . . The statement of the existing law is accurate and clear. . . . The book is one to be recommended."—*Solicitors' Journal*, June 14, 1890.

"We have no hesitation in saying that the book is a useful and exhaustive one, and one which could not have been produced without much labour and considerable research. It describes the law of letters patent and its history, including proceedings in the Privy Council, international arrangements, and an abridgment of foreign laws on the subject. It would be difficult to make it more complete, and it is printed on good paper."—*Law Times*, June 21, 1890.

"Taking the book as a whole, it is undoubtedly the most comprehensive book that has yet been written upon the special branch of law, and, having examined it in some detail, we can commend it as answering well to the many tests we have applied."—*Law Journal*, June 21, 1890.

Johnson's Patentees' Manual.—A Treatise on the Law and Practice of Patents for Inventions. With an Appendix of Statutes, Rules, and Foreign and Colonial Patent Laws, International Convention, and Protocol. Sixth Edition. By JAMES JOHNSON, Esq., Barrister-at-Law; and J. HENRY JOHNSON, Solicitor and Patent Agent. Demy 8vo. 1890. 10s. 6d.

Morris's Patents Conveyancing.—Being a Collection of Precedents in Conveyancing in relation to Letters Patent for Inventions. Arranged as follows:—Common Forms, Agreements, Assignments, Mortgages, Special Clauses, Licences, Miscellaneous; Statutes, Rules, &c. With Dissertations and Copious Notes on the Law and Practice. By ROBERT MORRIS, Esq., Barrister-at-Law. Royal 8vo. 1887. 1l. 5s.

"Mr. Morris's forms seem to us to be well selected, well arranged, and thoroughly practical."—*Law Times*.

"The dissertations contain a large amount of valuable and accurate information. The Index is satisfactory."—*Solicitors' Journal*.

Munro's Patents, Designs and Trade Marks Act, 1883, with the Rules and Instructions, together with Pleadings, Orders and Precedents. By J. E. CRAWFORD MUNRO, Esq., Barrister-at-Law. Royal 12mo. 1884. 10s. 6d.

Thompson's Handbook of Patent Law of all Countries.—By WM. P. THOMPSON, Head of the International Patent Office, Liverpool. Eighth Edition. 12mo. 1889. Net, 2s. 6d.

PERPETUITIES.—Marsden's Rule against Perpetuities.—A Treatise on Remoteness in Limitation; with a chapter on Accumulation and the Thelluson Act. By REGINALD G. MARSDEN, Esq., Barrister-at-Law. Demy 8vo. 1883. 16s.

PERSONAL PROPERTY.—Shearwood's Concise Abridgment of the Law of Personal Property; showing analytically its Branches and the Titles by which it is held. By J. A. SHEARWOOD, Esq., Barrister-at-Law. 1882. 5s. 6d.

"Will be acceptable to many students, as giving them, in fact, a ready-made note book."—*Indermair's Law Students' Journal*.

Smith.—*Vide* "Real Property."

PLEADING.—Allen's Forms of Indorsements of Writs of Summons, Pleadings, and other Proceedings in the Queen's Bench Division prior to Trial, pursuant to the Rules of the Supreme Court, 1883; with Introduction, &c. By GEORGE BAUGH ALLEN, Esq., Special Pleader, and WILFRED B. ALLEN, Esq., Barrister-at-Law. Royal 12mo. 1883. 18s.

* * All standard Law Works are kept in Stock, in law calf and other bindings.

PLEADING—continued.

Bullen and Leake's Precedents of Pleadings, with Notes and Rules relating to Pleading. Fourth Edition. By THOMAS J. BULLEN, Esq., Special Pleader, and CYRIL DODD, Esq., Barrister-at-Law. Part I. Statements of Claim. Royal 12mo. 1882. 1/ 4s.

Part II. Statements of Defence. By THOMAS J. BULLEN and C. W. CLIFFORD, Esqrs., Barristers-at-Law. Royal 12mo. 1888. 1/ 4s.

"A very large number of precedents are collected together, and the notes are full and clear."—*Law Times*.

POISONS.—Reports of Trials for Murder by Poisoning; by Prussic Acid, Strychnia, Antimony, Arsenic and Aconitine; including the trials of Tawell, W. Palmer, Dove, Madeline Smith, Dr. Pritchard, Smethurst, and Dr. Lamson. With Chemical Introductions and Notes. By G. LATHAM BROWNE, Esq., Barrister-at-Law, and C. G. STEWART, Senior Assistant in the Laboratory of St. Thomas's Hospital, &c. Demy 8vo. 1883. 12s. 6d.

POWERS.—Farwell on Powers.—A Concise Treatise on Powers. By GEORGE FARWELL, Esq., Barrister-at-Law. 8vo. 1874. 1/ 1s.

PRINTERS, PUBLISHERS, &c.—Powell's Laws specially affecting Printers, Publishers and Newspaper Proprietors. By ARTHUR POWELL, Esq., Barrister-at-Law. Demy 8vo. 1889. 4s.

PROBATE.—Browne's Probate Practice: A Treatise on the Principles and Practice of the Court of Probate, in Contentious and Non-Contentious Business. By L. D. POWLES, Barrister-at-Law. Including Practical Directions to Solicitors for Proceedings in the Registry. By T. W. H. OAKLEY, of the Principal Registry, Somerset House. 8vo. 1881. 1/ 10s.

PROFIT-SHARING PRECEDENTS.—Rawson's Profit-Sharing Precedents, with Notes.—By HENRY G. RAWSON, of the Inner Temple, Esq., Barrister-at-Law. Royal 12mo. 1891. 6s.

"A most interesting and a thoroughly workmanlike book upon a subject which is every day becoming more important. . . . A collection of very serviceable precedents, which employers introducing a system of profit-sharing will do well to study. . . . No collection of precedents has ever been published which is more readable and more interesting than Mr. Rawson's."—*Law Times*, July 18, 1891.

PUBLIC HEALTH.—Bazalgette and Humphreys.—*Vide* "Local and Municipal Government."

Chambers' Digest of the Law relating to Public Health and Local Government.—With Notes of 1,260 leading Cases. The Statutes in full. A Table of Offences and Punishments, and a Copious Index. Eighth Edition (with Supplement corrected to May 21, 1887). Imperial 8vo. 1881. 16s.

Or, the above with the Law relating to Highways and Bridges. 1/.

Smith's Public Health Acts Amendment Act, 1890.—With Introduction, Notes, and References to Cases; also an Appendix, containing all the Material Sections of the Public Health Act, 1875; The Public Health (Rating of Orchards) Act, 1890; and The Infectious Diseases (Prevention) Act, 1890; and a Copious Index. By BOVILL SMITH, M.A., of the Inner Temple and Western Circuit, Barrister-at-Law. Royal 12mo. 1891. 6s.

PUBLIC MEETINGS.—Chambers' Handbook for Public Meetings, including Hints as to the Summoning and Management of them. Second Edition. By GEORGE F. CHAMBERS, Esq., Barrister-at-Law. Demy 8vo. 1886. *Net*, 2s. 6d.

QUARTER SESSIONS.—Archbold.—*Vide* "Criminal Law."

Leeming & Cross's General and Quarter Sessions of the Peace.—Their Jurisdiction and Practice in other than Criminal matters. Second Edition. By HORATIO LLOYD, Esq., Judge of County Courts, and H. F. THURLOW, Esq., Barrister-at-Law. 8vo. 1876. 1/ 1s.

••• All standard Law Works are kept in Stock, in law calf and other bindings.

QUARTER SESSIONS—continued.

Pritchard's Quarter Sessions.—The Jurisdiction, Practice and Procedure of the Quarter Sessions in Criminal, Civil, and Appellate Matters. By THOS. SIRRELL PRITCHARD, Esq., Barrister-at-Law. 8vo. 1875. (Published at 2l. 2s.) Reduced to *net* 12s.

RAILWAYS.—Browne and Theobald's Law of Railway Companies.—Being a Collection of the Acts and Orders relating to Railway Companies in England and Ireland, with Notes of all the Cases decided thereon, and Appendix of Bye-Laws and Standing Orders of the House of Commons. Second Edition. By J. H. BALFOUR BROWNE, Esq., one of Her Majesty's Counsel, and H. S. THEOBALD, Esq., Barrister-at-Law. Royal 8vo. 1888. 1l. 15s.

"Contains in a very concise form the whole law of railways."—*The Times*.

"The learned authors seem to have presented the profession and the public with the most ample information to be found whether they want to know how to start a railway, how to frame its bye-laws, how to work it, how to attack it for injury to person or property, or how to wind it up."—*Law Times*.

Macnamara.—*Vide* "Carriers."

Street.—*Vide* "Company Law."

RATES AND RATING.—Castle's Practical Treatise on the Law of Rating.—Second Edition. By EDWARD JAMES CASTLE, Esq., one of Her Majesty's Counsel. Demy 8vo. 1886. 25s.

"A correct, exhaustive, clear and concise view of the law."—*Law Times*.

Chambers' Law relating to Local Rates; with especial reference to the Powers and Duties of Rate-levying Local Authorities, and their Officers; comprising the Statutes in full and a Digest of 718 Cases. Second Edition. By G. F. CHAMBERS, Esq., Barrister-at-Law. Royal 8vo. 1889. 10s. 6d.

"A complete repertory of the statutes and case law of the subject."—*Law Journal*.

REAL ESTATE.—Foster's Law of Joint Ownership and Partition of Real Estate.—By EDWARD JOHN FOSTER, M.A., late of Lincoln's Inn, Barrister-at-Law. 8vo. 1878. 10s. 6d.

REAL PROPERTY.—Greenwood's Real Property Statutes; comprising those passed during the years 1874—1884, inclusive, consolidated with the earlier statutes thereby amended. With copious notes. Second Edition. By HARRY GREENWOOD, assisted by LIES KNOWLES, Esqrs., Barristers-at-Law. Demy 8vo. 1884. 1l. 5s.

Leake's Elementary Digest of the Law of Property in Land.—Containing: Introduction. Part I. The Sources of the Law.—Part II. Estates in Land. By STEPHEN MARTIN LEAKE, Barrister-at-Law. Demy 8vo. 8vo. 1874. 1l. 2s.

Leake's Digest of the Law of Property in Land.—Part III. The Law of Uses and Profits of Land. By STEPHEN MARTIN LEAKE, Barrister-at-Law, Author of "A Digest of the Law of Contracts." Demy 8vo. 1888. 1l. 2s.

Shearwood's Real Property.—A Concise Abridgment of the Law of Real Property and an Introduction to Conveyancing. Designed to facilitate the subject for Students preparing for examination. By JOSEPH A. SHEARWOOD, Esq., Barrister-at-Law. Third Edition. Demy 8vo. 1885. 8s. 6d.

"We heartily recommend the work to student's for any examination on real property and conveyancing, advising them to read it after a perusal of other works and shortly before going in for the examination."—*Law Student's Journal*.

"A very useful little work, particularly to students just before their examination."—*Gibson's Law Notes*.

"One of the most obvious merits of the book is its good arrangement. The author evidently understands 'the art of putting things.' All important points are so printed as to readily catch the eye."—*Law Times*.

Shelford's Real Property Statutes.—Ninth Edition. By T. H. CARSON, Esq., Barrister-at-Law. (*In preparation.*)

* * All standard Law Works are kept in Stock, in law calf and other bindings.

REAL PROPERTY—continued.

Smith's Real and Personal Property.—A Compendium of the Law of Real and Personal Property, primarily connected with Conveyancing. Designed as a second book for Students, and as a digest of the most useful learning for practitioners. By **JOSIAH W. SMITH**, B.C.L., Q.C. Sixth Edition. By the AUTHOR and **J. TRUBSTAM**, LL.M., Barrister-at-Law. 2 vols. Demy 8vo. 1884. 2l. 2s.

"A book which he (the student) may read over and over again with profit and pleasure."—*Law Times*.

"Will be found of very great service to the practitioner."—*Solicitors' Journal*.

"The book will be found very handy for reference purposes to practitioners, and very useful to the industrious student as covering a great deal of ground."—*Law Notes*.

"A really useful and valuable work on our system of Conveyancing. We think this edition excellently done."—*Law Student's Journal*.

REGISTRATION.—Rogers.—*Vide* "Elections."

Coltman's Registration Cases.—Vol. I. (1879—1885). Royal 8vo. Calf. Net, 2l. 8s.

Fox's Registration Cases.—Vol. I., Part I. (1886), net, 4s. Part II. (1887), net, 6s. 6d. Part III. (1888), net, 4s. Part IV. (1889), net, 4s. Part V. (1890), net, 5s. 6d. (In continuation of Coltman.)

RENTS.—Harrison's Law Relating to Chief Rents and other Rentcharges and Lands as affected thereby, with a chapter on Restrictive Covenants and a selection of Precedents. By **WILLIAM HARRISON**, Solicitor. Demy 12mo. 1884. 6s.

ROMAN LAW.—Goodwin's XII. Tables.—By **FREDERICK GOODWIN**, LL.D. London. Royal 12mo. 1886. 3s. 6d.

Greene's Outlines of Roman Law.—Consisting chiefly of an Analysis and Summary of the Institutes. For the use of Students. By **T. WHITCOMBE GREENE**, Barrister-at-law. Fourth Edition. Foolscap 8vo. 1884. 7s. 6d.

Ruegg's Student's "Auxilium" to the Institutes of Justinian.—Being a complete synopsis thereof in the form of Question and Answer. By **ALFRED HENRY RUEGG**, Esq., Barrister-at-Law. Post 8vo. 1879. 5s.

SALES.—Blackburn on Sales. A Treatise on the Effect of the Contract of Sale on the Legal Rights of Property and Possession in Goods, Wares, and Merchandise. By **LORD BLACKBURN**. Second Edition. By **J. C. GRAHAM**, Esq., Barrister-at-Law. Royal 8vo. 1885. 1l. 1s.

"We have no hesitation in saying that the work has been edited with remarkable ability and success, and if we may hazard a speculation on the cause, we should say that the editor has so diligently studied the excellent methods and work of his author as to have made himself a highly competent workman in the same kind."—*Law Quarterly Review*.

SALES OF LAND.—Clerke and Humphry's Concise Treatise on the Law relating to Sales of Land. By **AUBREY ST. JOHN CLERKE**, and **HUGH M. HUMPHRY**, Esqrs., Barristers-at-Law. Royal 8vo. 1885. 1l. 5s.

Webster's Particulars and Conditions of Sale.—The Law relating to Particulars and Conditions of Sale on a Sale of Land. By **WM. FREDK. WEBSTER**, Esq., Barrister-at-Law. Royal 8vo. 1889. 1l. 1s.

"Characterized by clearness of arrangement and careful and concise statement; and we think it will be found of much service to the practitioner."—*Solicitors' Journal*.

"A full account of case law, well arranged under convenient headings, together with a few precedents. The book is fit to be of practical service to a practical man."—*Law Quarterly Review*.

"It forms an admirable digest, evidently prepared with great care, and selected and arranged in a manner likely to be of great practical value. Its treatment has the air of thoroughness, and, although it hardly claims originality, it may be credited with utility."—*Law Journal*.

"A complete and accurate representation of the law. Nothing is shirked or slurred over."—*Law Times*.

* * All standard Law Works are kept in Stock, in law calf and other bindings.

SALVAGE.—Kennedy's Treatise on the Law of Civil Salvage.—By WILLIAM R. KENNEDY, Esq., one of Her Majesty's Counsel. Royal 8vo. 1891. 12s.

"The best work on the law of salvage that has yet appeared. It is a complete exposition of the subject, and as such is accurate and exhaustive, without being prolix, and contains copious reference to the authorities applicable to this branch of law."—*Law Times*, August 8, 1891.

"Mr. Kennedy's work is certainly a valuable contribution to the literature of the subject."—*Law Gazette*, August 6, 1891.

SETTLED ESTATES STATUTES.—Middleton's Settled Estates Statutes, including the Settled Estates Act, 1877, Settled Land Act, 1882, Improvement of Land Act, 1864, and the Settled Estates Act Orders, 1878, with Introduction, Notes and Forms. Third Edition. By JAMES W. MIDDLETON, Esq., Barrister-at-Law. Royal 12mo. 1882. 7s. 6d.

SHERIFF LAW.—Churchill's Law of the Office and Duties of the Sheriff, with the Writs and Forms relating to the Office. 2nd Edit. By CAMERON CHURCHILL, Esq. Demy 8vo. 1882. 1l. 4s.

"A very complete treatise."—*Solicitors' Journal*.

"Under-sheriffs, and lawyers generally, will find this a useful book."—*Law Mag.*

SHIPPING.—Boyd's Merchant Shipping Laws; being a Consolidation of all the Merchant Shipping and Passenger Acts from 1854 to 1876, inclusive, with Notes of all the leading English and American Cases, and an Appendix. By A. C. BOYD, LL.B., Esq., Barrister-at-Law. 8vo. 1876. 1l. 5s.

Foard's Treatise on the Law of Merchant Shipping and Freight.

—By J. T. FOARD, Barrister-at-Law. Roy. 8vo. 1880. *Half* cf. 1l. 1s.

SLANDER.—Odgers.—*Vide* "Libel and Slander."

SOLICITORS.—Cordery's Law relating to Solicitors of the Supreme Court of Judicature. With an Appendix of Statutes and Rules, and Notes on Appointments open to Solicitors, and the Right to Admission to the Colonies. Second Edition. By A. CORDERY, Esq., Barrister-at-Law. Demy 8vo. 1888. 16s.

"The book is very clear, accurate, and practical, and will be found of much value. Without being bulky, it contains in a concise and intelligible form all the matters usually occurring in a solicitor's practice."—*Solicitors' Journal*.

Turner.—*Vide* "Conveyancing" and "Vendors and Purchasers."

Whiteway's Hints to Solicitors.—Being a Treatise on the Law relating to their Duties as Officers of the High Court of Justice. By A. R. WHITEWAY, M.A., of the Equity Bar and Midland Circuit. Royal 12mo. 1883. 6s.

SPECIFIC PERFORMANCE.—Fry's Treatise on the Specific Performance of Contracts. By the Hon. Sir EDWARD FRY, a Lord Justice of Appeal. Second Edition. By the Author and W. DONALDSON RAWLINS, Esq. Royal 8vo. 1881. 1l. 16s.

STAMP DUTY.—Gosset's Practical Guide to Account Stamp Duty, Customs, and Inland Revenue Act, 1881 (44 Vict. c. 12, s. 38). By J. A. GOSSET, of the Legacy and Succession Duty Office. Post 8vo. 1887. 5s.

"The author, by reason of his official position and the experience of six years' working of this section of the Act of 1881 (which imposed an entirely new duty), has been enabled to produce an exceptionally valuable guide."—*Law Times*.

Highmore's Stamp Act, 1891, and the Stamp Duties Management Act, 1891. With an Introduction and Notes, and a copious Index. By NATHANIEL JOSEPH HIGHMORE, of the Middle Temple, Esq., Barrister-at-Law, Assistant-Solicitor of the Inland Revenue. Demy 8vo. 1891. (Nearly ready.) 5s.

STATUTE LAW.—Wilberforce on Statute Law. The Principles which govern the Construction and Operation of Statutes. By E. WILBERFORCE, Esq., Barrister-at-Law. 1881. 18s.

** All standard Law Works are kept in Stock, in law calf and other bindings.

STATUTES, and *vide* "Acts of Parliament."

Chitty's Collection of Statutes from Magna Charta to 1890.—A Collection of Statutes of Practical Utility, arranged in Alphabetical and Chronological order, with Notes thereon. The Fourth Edition, with Supplement. By J. M. LELY, Esq., Barrister-at-Law. In 8 vols. Royal 8vo. 1880-90. Published at 17l. 11s. 6d., reduced to *Net* 10l. 10s.

The following may still be had separately—

6 vols. To end of the year 1880.	<i>Net</i> 6l. 6s.
50 & 51 Vict. 1887.	10s. 6d.
51 & 52 Vict. 1888.	12s. 6d.
51 & 52 Vict. 1888. (Second Session.)	<i>Net</i> 2s. 6d.
52 & 53 Vict. 1889.	10s.
53 & 54 Vict. 1890.	15s.

"It is needless to enlarge on the value of 'Chitty's Statutes' to both the Bar and to Solicitors, for it is attested by the experience of many years."—*The Times*.

"A very satisfactory edition of a time-honoured and most valuable work, the trusty guide of present, as of former, judges, jurists, and of all others connected with the administration or practice of the law."—*Justice of the Peace*.

"'Chitty' is pre-eminently a friend in need. Those who do not possess a complete set of the Statutes turn to its chronological index when they wish to consult a particular Act of Parliament. Those who wish to know what Acts are in force with reference to a particular subject turn to that head in 'Chitty,' and at once find all the material of which they are in quest. Moreover, they are, at the same time, referred to the most important cases which throw light on the subject."—*Law Journal*.

SUCCESSION.—Potts' Principles of the Law of Succession to Deceased Persons.—By T. RADFORD POTTS, B.C.L., M.A., Barrister-at-Law. Demy 8vo. 1888. 7s. 6d.

"We should have no hesitation in recommending it to a student who was to have a paper set on Succession generally."—*Saturday Review*.

SUMMARY CONVICTIONS.—Paley's Law and Practice of Summary Convictions under the Summary Jurisdiction Acts, 1848 and 1879; including Proceedings preliminary and subsequent to Convictions, and the responsibility of Convicting Magistrates and their Officers, with Forms. Sixth Edition. By W. H. MACNAMARA, Esq., Barrister-at-Law. Demy 8vo. 1879. 1l. 4s.

Wigram.—*Vide* "Justice of the Peace."

SUMMONSES & ORDERS.—Archibald.—*Vide* "Chamber Practice."

TAXES ON SUCCESSION.—Trevor's Taxes on Succession.—A Digest of the Statutes and Cases (including those in Scotland and Ireland) relating to the Probate, Legacy and Succession Duties, with Practical Observations and Official Forms. Fourth Edition. By EVELYN FREETH and R. J. WALLACE, of the Legacy and Succession Duty Office. Royal 12mo. 1881. 12s. 6d.

TAXPAYERS' GUIDES.—*Vide* "House Tax," "Income Tax," and "Land Tax."

THEATRES AND MUSIC HALLS.—Geary's Law of Theatres and Music Halls, including Contracts and Precedents of Contracts.—By W. N. M. GEARY, J.P. With Historical Introduction. By JAMES WILLIAMS, Esqrs., Barristers-at-Law. 8vo. 1885. 5s.

TITHES.—Bolton's Tithe Acts; including the Recent Act for the Limitation and Redemption of Extraordinary Tithe; with an Introduction and Observations and copious Index. By T. H. BOLTON, Solicitor. Royal 12mo. 1886. 6s.

Studd's Law of Tithes and Tithe Rent-Charge.—Being a Treatise on the Law of Tithe Rent-Charge, with a sketch of the History and Law of Tithes prior to the Commutation Acts, and including the Tithe Act of 1891, with the Rules thereunder. Second Edition. By EDWARD FAIRFAX STUDD, Esq., Barrister-at-Law. Royal 12mo. 1891. 6s.

"This book was originally a good one. Now it is a better one."—*Law Times*.

*** All standard Law Works are kept in Stock, in law calf and other bindings.

TORTS.—Addison on Torts; being a Treatise on Wrongs and their Remedies. Sixth Edition. By HORACE SMITH, Esq., Bench of the Inner Temple, Editor of "Addison on Contracts," &c. Royal 8vo. 1887. 1l. 18s.

"Upon a careful perusal of the editor's work, we can say that he has done it excellently."—*Law Quarterly Review*.

"As now presented, this valuable treatise must prove highly acceptable to judges and the profession."—*Law Times*.

"An indispensable addition to every lawyer's library."—*Law Magazine*.

Ball's Leading Cases on the Law of Torts, with Notes. Edited by W. E. BALL, LL.D., Esq., Barrister-at-Law, Author of "Principles of Torts and Contracts." Royal 8vo. 1884. 1l. 1s.

"The notes are extremely, and as far as we have been able to discover uniformly, good. . . . There is much intelligent and independent criticism."—*Solicitors' Journal*.

"All the cases given are interesting, and most of them are important, and the comments in the notes are intelligent and useful."—*Law Journal*.

Pollock's Law of Torts: a Treatise on the Principles of Obligations arising from Civil Wrongs in the Common Law. Second Edition, to which is added the draft of a Code of Civil Wrongs prepared for the Government of India. By SIR FREDERICK POLLOCK, Bart., Barrister-at-Law. Author of "Principles of Contract," "A Digest of the Law of Partnership," &c. Demy 8vo. 1890. 2ls.

"Concise, logically arranged, and accurate."—*Law Times*.

"A book which is well worthy to stand beside the companion volume on 'Contracts.' Unlike so many law-books, especially on this subject, it is no mere digest of cases, but bears the impress of the mind of the writer from beginning to end."—*Law Journal*.

Shearwood's Sketch of the Law of Tort for the Bar and Solicitors Final Examinations. By JOSEPH A. SHEARWOOD, Esq., Barrister-at-Law. Author of "Concise Abridgments of the Law of Real and Personal Property," &c. Royal 12mo. 1886. 3s.

TRADE MARKS.—Aston.—*Vide* "Patents."

Graham's Designs and Trade Marks.—By JOHN CAMERON GRAHAM, of the Middle Temple, Barrister-at-Law. Demy 8vo. 1889. 6s.

Sebastian on the Law of Trade Marks and their Registration, and matters connected therewith, including a chapter on Goodwill; together with the Patents, Designs and Trade Marks Acts, 1883-8, and the Trade Marks Rules and Instructions thereunder; Forms and Precedents; the Merchandize Marks Act, 1887, and other Statutory Enactments; the United States Statutes, 1870-81, and the Rules and Forms thereunder; and the Treaty with the United States, 1877. Third Edition. By LEWIS BOYD SEBASTIAN, Esq., Barrister-at-Law. Demy 8vo. 1890. 1l. 5s.

"The work stands alone as an authority upon the law of trade-marks and their registration."—*Law Journal*, August 2, 1890.

"It is hardly necessary to tell anyone who has consulted the last edition of this book that it is characterized by mastery of the subject, exemplary industry, and completeness and accuracy of statement. It is rarely we come across a law book which embodies the results of years of careful investigation and practical experience in a branch of law, or that can be unhesitatingly appealed to as a standard authority. This is what can be said of Mr. Sebastian's book."—*Solicitors' Journal*, Nov. 1, 1890.

Sebastian's Digest of Cases of Trade Mark, Trade Name, Trade Secret, Goodwill, &c., decided in the Courts of the United Kingdom, India, the Colonies, and the United States of America.

By LEWIS BOYD SEBASTIAN, Esq., Barrister-at-Law. 8vo. 1879. 1l. 1s.

"A digest which will be of very great value to all practitioners who have to advise on matters connected with trade marks."—*Solicitors' Journal*.

Hardingham's Trade Marks: Notes on the British, Foreign, and Colonial Laws relating thereto. By GEO. GATTON MELHUISE HARDINGHAM, Consulting Engineer and Patent Agent. Royal 12mo. 1881. Net, 2s. 6d.

* * All standard Law Works are kept in Stock, in law calf and other bindings.

TRAMWAYS.—Sutton's Tramway Acts of the United Kingdom; with Notes on the Law and Practice, an Introduction, including the Proceedings before the Committees, Decisions of the Referees with respect to *Locus Standi*, and a Summary of the Principles of Tramway Rating, and an Appendix containing the Standing Orders of Parliament. Rules of the Board of Trade relating to Tramways, &c. Second Edition. By HENRY SUTTON, assisted by ROBERT A. BENNETT, Barristers-at-Law. Demy 8vo. 1883. 15s.

TRUST FUNDS.—Geare's Investment of Trust Funds.—Incorporating the Trustee Act, 1888. By EDWARD ARUNDEL GEARE, Esq., Barrister-at-Law. Second Edition. Including the Trusts Investment Act, 1889. Royal 12mo. 1889. 7s. 6d.

"The work is written in an easy style, it can very well be read by all trustees, whether they are lawyers or not; and if they will take our advice, and invest their money here before they invest other people's elsewhere, they may be spared much trouble in the future."—*The Jurist*.

TRUSTS AND TRUSTEES.—Godefroi's Law Relating to Trusts and Trustees.—Second Edition. By HENRY GODEFROI, of Lincoln's Inn, Esq., Barrister-at-Law. Royal 8vo. 1891. 1l. 12s.

"The second edition of this work which lies before us is a model of what a legal text-book ought to be. It is clear in style and clear in arrangement, and we can have little doubt that it will soon take the foremost place among text-books dealing with trusts. Moreover, it is brought up to date by including in its scope the Trust Investment Act of 1889, and the Settled Land Act, 1890. The chapter on Precatory Trusts in Mr. Godefroi's work seems to us particularly good and clear, and the many judicial decisions as to what expressions are sufficient and what are insufficient to import a trust are marshalled with great care and accuracy."—*Law Times*, April 18, 1891.

Hamilton's Trustee Acts.—Containing the Trustee Act, 1850; the Trustee Extension Act, 1852; and the Trustee Act, 1888; with Supplement of the Lunacy Act, 1890 (53 Vict. c. 5), so far as relates to Vesting Orders. By G. BALDWIN HAMILTON, Esq., Barrister-at-Law, Author of "A Concise Treatise on the Law of Covenants." Demy 8vo. 1890. 6s.

"This is a very useful little book. We have perused it with much care, and we have come to the conclusion that it may be safely trusted to as a guide to the complicated law to which it relates."—*Law Quarterly Review*.

VENDORS AND PURCHASERS.—Dart's Vendors and Purchasers.—A Treatise on the Law and Practice relating to Vendors and Purchasers of Real Estate. By the late J. HENRY DART, Esq., one of the Six Conveyancing Counsel of the High Court of Justice, Chancery Division. Sixth Edition. By WILLIAM BARBER, Esq., one of Her Majesty's Counsel, RICHARD BURDON HALDANE, and WILLIAM ROBERT SHELTON, both of Lincoln's Inn, Esqrs., Barristers-at-Law. 2 vols. Royal 8vo. 1888. 3l. 15s.

"The new edition of Dart is far ahead of all competitors in the breadth of its range, the clearness of its exposition, and the soundness of its law."—*Law Times*.

"The extensive changes and numerous improvements which have been introduced are the result of assiduous labour, combined with critical acumen, sound knowledge, and practical experience."—*Law Quarterly Review*.

Turner's Duties of Solicitor to Client as to Sales, Purchases, and Mortgages of Land.—By EDWARD F. TURNER, Solicitor, Lecturer on Real Property and Conveyancing. Demy 8vo. 1883. 10s. 6d.

See also Conveyancing.—"Turner."

"A careful perusal of these lectures cannot fail to be of great advantage to students, and more particularly, we think, to young practising solicitors."—*Law Times*.

WAR, DECLARATION OF.—Owen's Declaration of War.—A Survey of the Position of Belligerents and Neutrals, with relative considerations of Shipping and Marine Insurance during War. By DOUGLAS OWEN, Barrister-at-Law. Demy 8vo. 1889. 21s.

* * * All standard Law Works are kept in Stock, in law calf and other bindings.

WATERS.—Musgrave's Dissertation on the Common Law of Waters and its Application to Natural Circumstances other than those of England.—By W. A. B. MUSGRAVE, D.C.L., of the Inner Temple, Barrister-at-Law. Demy 8vo. 1890. *Net*, 2s.

WILLS.—Theobald's Concise Treatise on the Law of Wills.—Third Edition. By H. S. THEOBALD, Esq., Barrister-at-Law. Royal 8vo. 1885. 1l. 10s.

"A book of great ability and value. It bears on every page traces of care and sound judgment. It is certain to prove of great practical usefulness."—*Solicitors' Journal*.

Weaver's Precedents of Wills.—A Collection of Concise Precedents of Wills, with Introduction, Notes, and an Appendix of Statutes. By CHARLES WEAVER, B.A. Post 8vo. 1882. 5s.

WINDING UP.—Palmer's Winding-up Forms.—A Collection of 580 Forms of Summonses, Affidavits, Orders, Notices and other Forms relating to the Winding-up of Companies. With Notes on the Law and Practice, and an Appendix containing the Acts and Rules. By FRANCIS BEAUFORT PALMER, Esq., Barrister-at-Law, Author of "Company Precedents," &c. 8vo. 1885. 12s.

Pitt-Lewis' Winding-up Practice.—A Manual of the Practice as to Winding-up in the High Court and in the County Court; being the Companies (Winding-up) Act, 1890, and the Winding-up of Companies and Associations (Part IV. of the Companies Act, 1862), as now amended, with Notes, and the Companies Winding-up Rules, 1890. Forming a SUPPLEMENT to "A Complete Practice of the County Courts." By G. PITT-LEWIS, Q.C., M.P., Recorder of Poole. Demy 8vo. 1891. 7s. 6d.

"This is a book that we can cordially recommend, and forms a fitting supplement to the aptly-named larger work of the same author."—*Law Gazette*, March 5, 1891.

WRECK INQUIRIES.—Murton's Law and Practice relating to Formal Investigations in the United Kingdom, British Possessions and before Naval Courts into Shipping Casualties and the Incompetency and Misconduct of Ships' Officers. With an Introduction. By WALTER MURTON, Solicitor to the Board of Trade. Demy 8vo. 1884. 1l. 4s.

WRONGS.—Addison, Ball, Pollock, Shearwood.—*Vide* "Torts."

REPORTS.—A large Stock, New and Second-hand. Prices on application.

BINDING.—Executed in the best manner at moderate prices and with dispatch.

The Law Reports, Law Journal, and all other Reports, bound to Office Patterns, at Office Prices.

PRIVATE ACTS.—The Publishers of this Catalogue possess the largest known collection of Private Acts of Parliament (including Public and Local), and can supply single copies commencing from a very early period.

LICENSED VALUERS for Probate, Partnership, &c.

LIBRARIES PURCHASED OR EXCHANGED.

STEVENS AND SONS, LD., 119 & 120, CHANCERY LANE, LONDON.

NEW WORKS AND NEW EDITIONS.

- Addison's Treatise on the Law of Contracts.**—Ninth Edition. By HORACE SMITH, Esq., Barrister-at-Law. Royal 8vo. (*In the press.*)
- Dixon's Law of the Farm.**—Fifth Edition. By AUBREY J. SPENCER, B.A., Esq., Barrister-at-Law. (*In preparation.*)
- Fry's Treatise on the Specific Performance of Contracts.**—By the Right Hon. Sir EDWARD FRY, one of the Lords Justices of Appeal. Third Edition. By the Author and EDWARD PORTSMOUTH FRY, Esq., Barrister-at-Law. (*In the press.*)
- Hedderwick's Parliamentary Election Pocket Manual.**—By THOMAS CHARLES HEDDERWICK, Esq., Barrister-at-Law. (*In the press.*)
- Highmore's Stamp Act, 1891, and the Stamp Duties Management Act, 1891.**—With an Introduction and Notes, and a copious Index. By NATHANIEL JOSEPH HIGHMORE, Esq., Barrister-at-Law, Assistant-Solicitor of the Inland Revenue. Demy 8vo. (*Nearly ready.*)
- Innes' Principles of the Law of Torts.**—By L. C. INNES, lately one of the Judges of the High Court, Madras, Author of "A Digest of the English Law of Easements." (*Nearly ready.*)
- Lawrance's Precedents of Deeds of Arrangement between Debtors and their Creditors.**—Fourth Edition. By H. ARTHUR SMITH, Esq., Barrister-at-Law. (*In the press.*)
- Phillimore's Ecclesiastical Law of the Church of England.**—Second Edition. Edited by Sir WALTER GEO. FRANK PHILLIMORE, Bart., D.C.L., Chancellor of the Diocese of Lincoln. (*In preparation.*)
- Roe's Admiralty Practice.**—Third Edition. By E. S. ROSCOE and ROSE LAMBERT MEARS, Esqrs., Barristers-at-Law. (*In preparation.*)
- Tin's Abridgment of the Law of Nisi Prius.**—14th Edition. By SELWY H. MACNAMARA, Esq., Barrister-at-Law. (*In preparation.*)
- W's Forms of Judgments and Orders in the High Court of Seton Justice and Courts of Appeal, having especial reference to the Chancery Division, with Practical Notes.** Fifth Edition. By C. C. M. DALE, of Lincoln's Inn, Esq., Barrister-at-Law, and W. CLOWES, Esq., one of the Registrars of the Supreme Court. (*In the press.*)
- Shelford's Real Property Statutes.**—Ninth Edition. By T. H. CARSON, Esq., Barrister-at-Law. (*In preparation.*)
- Shirley's Selection of Leading Cases in the Common Law.** With Notes.—Fourth Edition. By RICHARD WATSON, of Lincoln's Inn, Esq., Barrister-at-Law. (*Nearly ready.*)
- Theobald and Schuster's Lunacy Act, 1890, with Notes.**—By H. S. THEOBALD and E. J. SCHUSTER, Barristers-at-Law. (*In preparation.*)
- Warburton's Selection of Leading Cases in the Criminal Law With Notes.**—By HENRY WARBURTON, Esq., Barrister-at-Law [Founded on "Shirley's Leading Cases.""] (*In the press.*)
- Wharton's Law Lexicon.**—Ninth Edition. By J. M. LELY, Esq., Barrister-at-Law. (*In preparation.*)
- Whitehead's Church Law.**—Being a Concise Dictionary of Statutes, Canons and Regulations affecting the Clergy and Laity. By BENJAMIN WHITEHEAD, B.A., Esq., Barrister-at-Law. (*In preparation.*)
- Wigram's Justice's Note Book.**—By the late W. KNOX WIGRAM, Esq., Barrister-at-Law, J.P. Sixth Edition. By ARCHIBALD HENRY BODKIN, Esq., Barrister-at-Law. (*In the press.*)
- Williams' Law of Executors and Administrators.**—Ninth Edition. By the Hon. Sir ROLAND VAUGHAN WILLIAMS, a Justice of the High Court. 2 vols. Royal 8vo. (*In the press.*)

